

# The Solicitors Journal.

LONDON, JANUARY 2, 1886.

## CURRENT TOPICS.

WE PRINT elsewhere a letter drawing attention to what certainly appear to be oversights in the new Rules of the Supreme Court. In the first place, while the new ord. 51, r. 6a, provides that the particulars of sale shall be signed by, and the result of the sale shall be certified under the hands of the auctioneer and the solicitor of the party having the conduct of the sale, and that it shall not be necessary to file an affidavit of those facts, the old rule 6 of that order, which is left unaltered, still requires that an *office copy of the affidavit of the result of sale* shall be left at chambers. The next point raised by our correspondent is whether a chief clerk can make the order for general administration, limited as mentioned in the new ord. 55, r. 10A (b.), which speaks of "leave of the judge in person"? On this matter we should think that the provision of rule 15 of the same order, that "no judgment or order for general administration shall be made under rule 4 of this order or otherwise by a chief clerk," applies to the new rule, and that an order of the kind provided for by the new rule must be made by the judge in person. The last point raised by our correspondent is whether the words "a copy of such order" in the new ord. 65, r. 19c, should not be "copy of such notice." It seems to be obvious that the latter must be what is meant, inasmuch as the object is to give the other parties information of the appointment to proceed with the taxation: see the first words of the next rule (19b).

AN AMERICAN legal journal publishes a letter addressed by Lord COLERIDGE to the editor with reference to the recent visit to this country of the Chief Justice of the Supreme Court of the United States. After referring to the remarks which have been made on the lack of any public mark of respect to the distinguished visitor on the part of the profession, Lord COLERIDGE says: "I can only say that we did our best, but he came at a most unfortunate season. The circuits were going on, and most of the judges were out of London. But he came here one day, and I announced him, and the bar received him standing, and stood up when he went away. He sat at my right hand as if he had been a member of the court. We had a reception of Queen's Counsel, and a curious case as to consanguinity of blood by the University of Oxford, in which the charters of Henry VIII. and Queen Elizabeth were produced in original, and the Chief Justice inspected them both. I pressed him and Mrs. WAITE to come and stay with me, but (wisely, I think) he preferred the freedom of a hotel. However, I got together all the great lawyers I could, and gave him and Mrs. WAITE a dinner. I did all in my power in other ways, not merely as a duty, but from gratitude to him and his colleagues for the great kindness and honour they shewed me, and from deep and unfeigned regard for the Chief Justice himself. He writes to me in a strain of thorough satisfaction: 'You know how well I was taken care of in London. Everywhere on my travels I was equally well treated. My name, if I chose to give it, was a passport to any place I wanted to see, and on the circuit I met Baron POLLOCK at Lincoln, and MATHEW and WILLS at York. They did everything that was possible for me, and I enjoyed every moment of my stay with them. The bar of the North-Eastern Circuit were very anxious that I should dine with them, but I had to decline.' There is more to the same effect, but this will show you that the Chief Justice himself had no sense of slight or of discourtesy. I had proposed a bar dinner to him in one of the halls of the Inns of Court, but so many of the

bench and bar must have been absent that it was thought better not to have one."

THERE WILL BE FOUND reported in last week's issue of the WEEKLY REPORTER (p. 151) a case of *Svensen v. Wallace*, which is remarkable for the learning and elaborate argument bestowed upon the question of the allowance of refreshers to counsel. A master led off the proceedings by applying a well-worn Latin maxim to the construction of R. S. C., 1883, ord. 65, r. 27, paragraph 48, whereupon Mr. Justice DAY administered a solemn admonition to the master not to tamper with maxims. "General maxims," he said, "are very convenient things as pegs upon which to hang legal principles, but they are very apt to lead to error, unless great care is taken in the application of the principles which are founded upon them." The point which tempted the master to his rash adventure with the Latin maxim was, whether, under R. S. C., ord. 65, r. 27, refreshers could be allowed to counsel in the Court of Appeal. Paragraph 48 of that rule allows refreshers at trials where there is evidence; but although it commences with the words "As to refresher fees," it does not say that refresher fees are to be allowed at such trials only. This, however, seems to have been very generally accepted as the meaning of the rule, for in *Edgington v. Fitzmaurice* (33 W. R., at p. 913, which does not appear to have been cited in the recent case), the point was raised that refreshers could not be allowed in the Court of Appeal. The taxing master, who had reduced the fees and refreshers in the bill of costs carried in by the plaintiff's solicitors, said that "the amounts he had allowed were taken as a whole, not as fees and refreshers" (see the judgment in *Harrison v. Wearing*, 27 W. R. 527). Mr. Justice PEARSON held that the taxing master was right, inasmuch as he had merely remedied the mistake committed by the solicitors in fixing the fees on the briefs "with reference to the refreshers which they thought would be allowed," and the mistake ought not to deprive the plaintiff of what would have been allowed as a proper fee if it had been originally marked on the briefs. It seems tolerably clear that both taxing master and judge in that case thought that refreshers could not be allowed in the Court of Appeal where there was no evidence. In the recent case, however, the learned judges pointed out that, under paragraph 30 of ord. 65, r. 27, refreshers could be allowed as being "work and labour not herein provided for, and in respect of which fees have heretofore been allowed." As refreshers were formerly allowed in the Exchequer Chamber, the court thought that they may now be allowed in the Court of Appeal. The ruling of the learned judges that an argument in the Court of Appeal is "work and labour" will be thoroughly appreciated by practitioners in one much-interrupting division of that court.

A CORRESPONDENT of the *Times* has raised a point which, we believe, had already in some cases given rise to anxious consideration. The Corrupt Practices Act, 1883 (section 13), provides that "where a person knowingly provides money for any payment which is contrary to the provisions of this Act, or for any expenses incurred in excess of any maximum amount allowed by this Act, . . . such person shall be guilty of illegal payment." And section 17 provides that "no person shall, for the purpose of promoting or procuring the election of a candidate at any election, be engaged or employed for payment, or promise of payment, for any purpose, or in any capacity whatever . . . except so far as payment is authorized by the first or second parts of the first schedule to this Act." The second part of the first schedule to the Act enumerates among the "legal expenses, in addition to expenses under part 1," "(1) Sums paid to the returning officer for his

charges, not exceeding the amount authorized by the Act, 38 & 39 Vict. c. 84." The amount authorized by that Act to be paid is prescribed by section 2, which provides that "the returning officer at an election shall be entitled to his reasonable charges, not exceeding the sums mentioned in the first schedule, in respect of the services and expenses of the same kinds mentioned in the said schedule, which have been properly rendered or incurred by him for the purposes of the election." And section 6 provides that "it shall be the duty of the returning officer, so far as is practicable, to make use of ballot-boxes, fittings, and compartments provided for municipal or school board elections, and the court, upon taxation of his accounts, shall have regard to this provision." The suggestion is that a candidate who pays to a returning officer the full maximum amounts mentioned in the first schedule to 38 & 39 Vict. c. 84, without ascertaining from vouchers that such amounts, and the services in respect of which they are charged, have been "properly rendered or incurred" for the purposes of the election, is in danger of incurring the penalties for illegal employment or payment. Technically there may be such a liability, but we are inclined to think that the apprehension which is expressed is somewhat exaggerated, and that, practically, it would be difficult to render a candidate liable to any penalty for paying returning officers' charges not exceeding the maximum charges prescribed in 38 & 39 Vict. c. 84. At the same time the words of part 2 of the first schedule to the Corrupt Practices Act are hardly capable of being read, as some of the returning officers are reading them, as justifying them in charging in every case the *maximum* amounts authorized by 38 & 39 Vict. c. 84. The statements of election expenses shew some remarkable variations in returning officers' charges. In one of the divisions of Birmingham, for instance, the returning officer's charges against one candidate amount to £105 2s. 8d.; while in one of the metropolitan constituencies the returning officer's charges came to £187 16s.

THE FIRST VOLUME, just published, of the new edition of Davidson's Precedents, which we hope to notice fully hereafter, contains a useful suggestion of an addition to the trustee clause to meet the difficulties introduced by *Dance v. Goldingham* (21 W. R. 761, L. R. 8 Ch. 902), and *Dunn v. Flood* (33 W. R. 315, L. R. 28 Ch. D. 586). The editors observe that, "having regard to the dangers besetting trustees who, though acting under professional advice, and with a desire to save expense to the trust estate, employ any condition of sale which the court may consider depreciatory, and the restricted construction put by the court upon the seemingly large discretion as to the use of conditions of sale reposed in trustees by the Conveyancing Act, 1881, s. 35, it appears right, alike in the interest of the trustees and of the beneficiaries, to provide expressly that trustees shall, as to all sales, purchases, and other dealings with trust property, be in the position of absolute owners, with power to sell, buy, and otherwise deal with it subject to any conditions they may be advised to use, though technically depreciatory." And the form which the editors suggest is as follows:—

"My trustees and trustee may sell any hereditaments subject to any conditions which could be used on a sale by an absolute beneficial owner, and which, though not required by the state of the title or of the property, they or he may deem expedient, or may be advised to use . . . and generally may sell, purchase, take upon partition, enfranchisement, exchange, or mortgage any hereditaments with less than a marketable title, and shall not be answerable for any loss arising thereby or from any defect in the title to, or value of, any such hereditaments."

It is difficult to see how the most trustee-burdening judge could get over the explicit words of the first part of this clause, and we think that the Council of the Incorporated Law Society would do a public service if they would add some similar words to the form prepared by Mr. Wolstenholme, which they circulated some time ago.

THE RETURN of proceedings in the five courts of the Chancery Division shews that the number of demurrers, actions for trial, motions for judgment, special cases, and further considerations to be disposed of in court was 983 at the beginning of the year 1883-4, as against 921 at the commencement of the previous year. The number, set down was 2,640 in 1883-4, and 3,357 in 1882-3. Those heard numbered 2,123 as against 2,411 in the previous year,

and 639 and 884 respectively were "otherwise disposed of," leaving *remnants* at the end of 1883-4 to the number of 861, and in the previous year 983. It thus appears that the number of cases disposed of in court is decreasing. The orders made in chambers also shew a decrease, the number of such orders made during 1883-4 having been 21,394, and in 1882-3, 24,115.

## LIABILITY OF TRANSFEREE OF MORTGAGE TO EQUITIES EXISTING BETWEEN MORTGAGOR AND MORTGAGEE.

A NEW point, or rather a new application of a well-settled principle, was established in *Bickerton v. Walker* (*ante*, p. 108, 34 W. R. 141). Persons beneficially entitled to a sum of stock standing in the name of a trustee assigned their interest to Bates, by way of mortgage, to secure £250 and interest. On the mortgage deed there was indorsed a receipt for the £250, but, in point of fact, £91 17s. 6d. only was advanced by the mortgagee. About a month after the execution of the mortgage deed Bates transferred his security to Hunter in consideration of £250. Hunter had no notice of the sum actually advanced by Bates, and made no inquiry of him as to the state of the mortgage debt. The mortgagors claimed to redeem the mortgaged premises on payment of £91 17s. 6d. only, but both Vice-Chancellor Bacon and the Court of Appeal held that they were not entitled to do so, and that Hunter, the transferee, was not liable to the equities which the mortgagors had against Bates at the time of the transfer.

The principle on which the decision proceeded was laid down with great clearness by Vice-Chancellor Kindersley in *Rice v. Rice* (2 W. R. 139, 2 Drew. 73), and is so well known as to scarcely need quotation. "In a contest between persons having only equitable interests, priority of time is the ground of preference last resorted to—i.e., a court of equity will not prefer the one to the other on the mere ground of priority of time until it finds upon an examination of their relative merits that there is no other sufficient ground of preference between them, or, in other words, that their equities are in all other respects equal; and if the one has, on other grounds, a better equity than the other, priority of time is immaterial . . . the conduct of the parties and all the circumstances must be taken into consideration in order to determine which has the better equity." The contest in the recent case was as to the application of this principle to the transfer of a mortgage. It was contended that in the ordinary course of business a prudent transferee of a mortgage, before paying his money, requires either the concurrence of the mortgagor in the transfer, or some information from him as to the state of accounts between mortgagor and mortgagee, and that, as the transferee had made no inquiry as to this matter, he had been guilty of negligence, and the mortgagors had the better equity. The Court of Appeal met this contention by pointing out that the reason for the course of conduct referred to is to be found in the fact that a transferee of a mortgage is affected by all transactions which may have taken place between mortgagor and mortgagee subsequently to the mortgage, and is bound to give credit for all moneys received by his transferor before he has given notice of the transfer to the mortgagor; that in the present case the transfer was made very soon after the execution of the mortgage, and before the time for payment had arrived, so that, whilst it was possible, it was not probable, that any payment would have been made, either of principal or interest; and the court came to the conclusion that, if a transferee "is willing to take the risk of any payment having been made at the date of the mortgage, he is not guilty of carelessness or negligence if, in the absence of any circumstances to arouse suspicion, he relies on the solemn assurance under the hand and seal of the mortgagor as to the real bargain carried into effect by the mortgage deed, upon the possession of that deed by the mortgagee, and upon the receipt for the full amount of the mortgage-money under the hand of the mortgagor."

The mortgagors' case seems to have been rested on the neglect by the transferee to observe the ordinary precaution of inquiring of the mortgagors as to the state of the mortgage debt, and it seems to have been suggested that the ordinary inquiry is directed, not merely to the fact whether there has been any repayment since the date

of the mortgage, but whether the mortgage-money acknowledged by the mortgagors to have been received has been actually received. This contention was, as we have seen, fully disposed of in the judgment of the Court of Appeal; and indeed it was long ago disposed of in principle by Vice-Chancellor Kindersley in *Rice v. Rice*, where he said that a receipt for purchase-money on a conveyance absolves an equitable mortgagee from the purchaser from the obligation "to go and inquire of the vendors whether they had received all their purchase-money, when they had already given their solemn assurance in writing that they had received every shilling of it, and had conveyed the estate and delivered over the deeds." It was hopeless to contend that there was any obligation on the transferee to inquire whether the mortgage money was actually advanced. The right way to put the mortgagors' case appears to us to be this:—It was plainly in accordance with ordinary practice for the transferee to inquire whether there had been any repayment since the execution of the mortgage; if he had made this inquiry in the usual form he would inevitably have ascertained the fact that the whole of the mortgage-money had not been advanced by the mortgagee; since, therefore, according to Vice-Chancellor Kindersley "the conduct of the parties and all the circumstances must be taken into consideration in order to determine which has the better equity," ought not the circumstance that the transferee neglected to make an inquiry which is usual, and which, if made, would necessarily have led him to information as to the actual amount of the original advance, to be taken into consideration? The judgment of Lord Justice Fry indicates that this question was present to his mind; but we cannot say that we find it very satisfactorily grappled with. He points out that as in the recent case the transfer was made very soon after the execution of the mortgage and before the time fixed for repayment of the mortgage-money, it was not probable that any payment, either of principal or interest, would have been made by the mortgagors to the mortgagee. This goes to show that the transferee was not guilty of negligence in omitting to inquire as to whether any such payments had been made *subsequently to the mortgage*, and rather suggests that if he had been guilty of such negligence, the decision in the recent case might have been different. A subsequent passage of the judgment quoted above, however, appears to lay it down unmistakably that, notwithstanding neglect by a transferee to inquire as to subsequent dealings between mortgagor and mortgagee, he is entitled to rely on the receipt indorsed on the mortgage deed in the possession of the mortgagee.

In the course of his judgment Lord Justice Fry made some observations on the importance of an indorsed receipt which may well raise a doubt whether the practice of omitting the receipt is a prudent one. He said: "The presence of a receipt indorsed upon a deed for the full amount of the consideration-money has always been considered a highly important circumstance. The importance attached to this circumstance seems, at first sight, a little remarkable when it is remembered that the deed almost always contains a receipt, and often a release, under the hand and seal of the parties entitled to the money. But there are circumstances which seem to justify its importance. A deed may be delivered as an escrow, but there is no reason for giving a receipt till the money is actually received, unless it be to enable the person taking the receipt to produce faith by it. A deed is not always, perhaps rarely, understood by the parties to it, but a receipt is an instrument level with the ordinary intelligence of men or women who transact business in this country, and which he who runs may read and understand."

At the Woolwich County Court, on the 24th ult., before Judge Powell, Mr. Talby, election agent to Mr. T. W. Boord, member for Greenwich, and Mr. R. S. Jackson, election agent to Dr. Watney and Colonel Hozier, the Liberal candidates for Greenwich and Woolwich respectively, made an application under the 4th section of the 38 & 39 Vict. c. 84, for the judge to tax the bills of charges of the returning officer for Greenwich (Mr. Smith) and the returning officer for Woolwich (Mr. George Whale). The bill of charges for Greenwich amounted to £291 2s. 1d., and that for Woolwich to £348 19s. 10d., and both the bills contained items which the agents thought would jeopardize all the candidates concerned if paid, and they therefore desired to make themselves safe by having the bills legally taxed, as had been done at Clerkenwell. The judge granted the application.

## HOW SHOULD THE LAND LAWS BE REFORMED?

### II.

CONTINUING the series of suggestions on this subject by independent contributors, which we commenced last week, we give below a communication which we have received from a correspondent, whose experience and ability eminently qualify him to consider the question from the practical point of view.

#### MODERATE, AS OPPOSED TO REVOLUTIONARY, REFORM.

In considering the methods for reforming the land laws there are two distinct questions to be kept in view, one a question of principle and the other one of practice. As regards the question of principle, it may be stated thus: Is any, and, if any, what, reform necessary in the laws which regulate the settlement and devolution of land? and the question of practice is, Can dealings with land be simplified and rendered less expensive than at present, and, if so, how?

With respect to the first point. There are two kinds of reform which may be attempted, and I may, perhaps, call them the moderate and the revolutionary. The moderate plan of reform would include the abolition of primogeniture, and an enactment making realty vest like personality in an executor or administrator, the beneficial interest passing, like the beneficial interest in leaseholds and personal property generally, to the statutory next of kin. As part of such a reform I would suggest that, in all cases, there should be an executor or administrator of realty as there is at present one of personality, and it would be open to a testator either to make the same individuals executors in respect of his realty and personality, or to appoint separate persons executors of different kinds of property, just as, at present, an executor may be appointed in respect of some particular asset.

The moderate scheme of reform would include, also, more extended powers of management to limited owners, such as tenants for life, some of which powers are suggested in your number of the 26th of December, and it might also somewhat limit the periods during which property can be settled. Possibly the abolition of estates tail would be included in such a scheme, but I own that it seems to me that such an alteration in the law would not *per se* be desirable, as, practically, its only effect would be to remove a very wholesome restraint on persons entitled in remainder to settled property during a period of life when such a restraint is very valuable.

I can see no reason, however, why the rule which prohibits the limitation of a life estate to an unborn person should not be extended so as to prohibit the limitation of life estates to persons who, at the date of the settlement, or of the death of the testator, as the case may be, are under the age of twenty-one years, unless such persons are then either married, or shall be married within, say, six months after the date of the settlement, or of the death of the testator. Such a provision would not interfere with marriage settlements, or with any of the provisions now made by testators for their adult children and relatives, and I confess my experience is that the mischiefs occasioned by the limitation of property in strict settlement in favour of young children and their issue, involving as such settlements do the limitation of life estates to such children, are far greater than the benefits. I could illustrate this suggestion if space admitted, but probably most of your readers have met with many such settlements in their own practice.

The provisions of the Thellusson Act need extension, but this branch of any reform will require the very greatest care. That a testator should be able to deprive for twenty-one years *everybody* from enjoying his property, and direct an accumulation of all its produce during that period, is surely unreasonable; but, on the other hand, in cases of heavily-incumbered estates, or of property devised to a minor, accumulations during some period could hardly be prohibited. Possibly a way out of the difficulty might be discovered by invalidating all trusts for accumulation for a longer period than seven or ten years, unless such accumulations are to continue only during the minority of some person to whom the accumulated fund is given on his attaining his majority.

So much for the moderate plan of reform; but there are politicians who advocate a much more radical, or, as I have ventured to name it, revolutionary scheme, and this scheme seems to amount to a prohibition of all kinds of settlements of landed property. But I doubt if the advocates of such a change in the land laws have ever considered what it involves. To say nothing of the objections on economic grounds to a system of jurisprudence which should sanction settlements of personality, but forbid them to owners of realty, any such scheme would, I believe all lawyers will agree, prove quite unworkable. If a testator could settle £10,000 Consols, or a like sum in railway stock or bank shares, on his son or daughter for life, with remainder to his or her children, he could hardly be hindered from settling £10,000 secured by a mortgage, whether of realty or personality; and why, then, should he not settle a house, a farm, or

a large estate? A law invalidating such a settlement would be easily evaded; one simple mode of evasion would be by conveying the property intended to be settled to a trustee, taking a mortgage from such trustee to the beneficial owner for a sum in excess of the value of the property, and settling the mortgage debt.

I take it for granted, then, that, whatever limitations are imposed on the powers of owners of land to settle it, must be imposed on owners of personalty, and, if that be so, consider the consequences of a measure invalidating all gifts of life estates or similar interests. A husband on his death-bed could make no provision for his wife unless he left her property absolutely. A father could not secure to a daughter, who was married to a foolish or profligate husband, a maintenance during her life, unless, indeed, he were quite sure that she would be proof against her husband's endeavours to obtain the use of it. No provision could be made on the marriage of young ladies of fortune with men engaged in business to secure them from beggary in case of misfortune. In fact, all the habits and relations of English life among all classes, from the peer to the peasant, would be outraged. (I believe this is hardly too strong a word) by such a measure. Surely it is unnecessary to dwell on the impossibility of such a scheme. At present, at all events, it is not (to use the fashionable phrase) within the sphere of practical politics.

#### AS TO REGISTRATION.

The question of practice, however, will probably be brought prominently forward at a very early date. That the cost of conveying or otherwise dealing with land is excessive seems to be the fixed idea of most people who know nothing about the matter, and that all kinds of conveyancing may be rendered much less expensive by a system of compulsory registration seems also to be the confirmed belief of the same class of persons. Those of us who know something about the matter dread this system of registration only because we are convinced it will increase, and not diminish, the cost of the transfer of landed property. But, if it is to come, let us endeavour to make it as innocuous as we can, and, whether land be in future conveyed by deed, as at present, or be transferred by entry on a register, I venture, with some confidence, to say, the only method of really lessening the cost of dealing with it is to enact that some one shall always have power to convey the whole beneficial interest—what we now term the fee simple—and that a conveyance by such person shall be good as against all beneficiaries, mortgagees, or other persons. This would assimilate the law of real property as regards the way in which it would be held and transferred to shares in companies and all similar investments. Why this should not be done I fail to see. It would not put an end to conveyancing, but I can conceive of no legislation that will do so. It is one of the very necessities of our civilization that men should enter into bargains or arrangements of a complicated kind relating to their property, and, if these arrangements are to be evidenced by writing, appropriate terms will be requisite to express them, and it will, at all events, be convenient that the instruments embodying such agreements should be drawn by experts.

Under the plan I have suggested, if a man purchased a house or a farm, he would merely require to see that the house or farm in question had been duly conveyed to the seller, and, as the conveyance might be as short (save so far as concerns the parcels) as the form of transfer now in use on the Stock Exchange, the investigation of title would be of the very simplest and most inexpensive kind.

When a mortgage was effected, the property might be conveyed to the mortgagee or to trustees in the same form, the terms of the loan being contained in a separate instrument, and in like manner for the purposes of settlement the property would be vested in trustees, as stocks and shares are now, by one instrument, which alone would affect the land, the trusts being declared by another.

I am quite aware that this plan has been suggested more than once before, but I would add my humble protest against a system of registration embodying a scheme for registering all instruments affecting the property, or necessitating caveats, notices, or the like affecting purchasers. Such a system would, I am sure, mean litigation, expense, and difficulty such as we have never yet experienced in connection with dealings with real property. It might add largely to the income of solicitors at the cost of the owners of land; but are not the interests of our profession bound up, in the long run, with those of the landowners? H.

Mr. E. de Pass writes to the *Times* on Indian Patents as follows:—"From advices just to hand from my correspondents in Calcutta I am informed that, by a recent ruling, the Advocate-General has decided to admit applications for Indian patents within twelve months from the sealing of the British patent for the same invention. This will, no doubt, be a boon to inventors who, in order to secure Indian patents, had previously to this ruling to make application for the same within one year from the date of the British patent. In effect this gives to inventors a considerable extension of the time within which to apply."

## REVIEWS.

### THE CONTRACT OF SALE.

A TREATISE ON THE EFFECT OF THE CONTRACT OF SALE ON THE LEGAL RIGHTS OF PROPERTY AND POSSESSION IN GOODS, WARES, AND MERCHANDISE. By Lord BLACKBURN. SECOND EDITION. By J. C. GRAHAM, Barrister-at-Law. Stevens & Sons.

The date of publication of Lord Blackburn's book is not given in the present edition, but we believe it is forty years since it appeared, and it might seem that no inconsiderable courage was needed to undertake the labour of incorporating the decisions during that long interval. The book, however, lends itself more readily to the process than works of more modern type. It is constructed on the principle of stating and discussing the decisions from the earliest period, showing, not merely the law as it exists, but also the growth of the law. Thus, notwithstanding section 7 of Lord Tenterden's Act, the learned author occupied nearly two pages with a consideration of the cases which gave rise to the difficulty which was put an end to by that enactment. This renders it comparatively easy, by adding statements of subsequent decisions, to bring the book down to date. The editor has naturally retained, as far as possible, the original text, but, in some cases, we think, has shown a somewhat undue reverence for Lord Blackburn's observations of forty years ago. It was hardly necessary, at p. 62, to reprint his statement that "it has never been decided whether . . . an admission of the terms of the bargain, signed for the express purpose of repudiation, can be considered a memorandum to make the contract good," and then to add, between brackets, a few lines further on, "Since this passage was written, the point has been decided, and it is now law that a letter written for the purpose of repudiating a contract may be good as a memorandum."

The editor has added new chapters on "Equitable Interests and Assignments," "Damages," and "Interest." The first-mentioned chapter is constructed on the principle of first stating a series of propositions, and then giving a full statement of the cases in support of them. We cannot say that we are greatly impressed with the mode in which the propositions are expressed, but the cases and extracts from judgments are conveniently grouped. The chapter on "Damages" strikes us as a better piece of workmanship. We think we may say, with regard to the editor's additions to the book in general, that the leading cases will be found carefully collected and stated, but we think that condensation and neatness of expression might often with advantage have been more studied. The index to the book is a rather curious production, containing such heads as "Brushes," "Bullocks," "Butter," and "Candles."

## CORRESPONDENCE.

### THE NEW RULES OF COURT.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Practitioners have been and are sorely distracted by the numerous alterations of the last ten years, and confusion, uncertainty, inconvenience, and expense have been, more or less, the consequences, but if we must have periodically a batch of patchwork rules, the least the profession is entitled to expect is consistency. Practical men peruse the rules, from time to time altered, annulled, restored, and re-amended, and blush for the responsible authors.

For the present will the latter kindly inform us—

1. Whether an affidavit of result of sale is or is not to be filed? If an office copy is to be left as directed in ord. 51, r. 6, it is to be presumed that an affidavit must be first filed, but rule 6A. states this to be unnecessary.

2. Whether a chief clerk can or cannot make a general order for administration (subject as mentioned in ord. 55, r. 10A. (b.)) having regard to rule 15 of that order?

3. If the word "order" in the fourth line of ord. 65, r. 19C., is not a misprint for "notice," or is the order referred to to be served as directed? GEO. F. HATHAWAY.

Dec. 30.

### THE INCORPORATED LAW SOCIETY.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Mr. Gray Hill, in his address at the adjourned annual meeting of the Liverpool Incorporated Law Society (reported in your issue of the 5th ult.), regretted the fact that a large number of solicitors in Liverpool and Birkenhead did not belong to his society, and stated that in order "to meet the case of the young practi-

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tioners, to whom every expenditure, however small, is a matter of importance, we are now, I hope, about to reduce the subscription for the first two years following admission to half the usual amount."

At the annual provincial meeting of the Incorporated Law Society, held at Liverpool in October last, Mr. J. S. Rubinstein read a paper on "How to Recruit the Society's Ranks," and made certain suggestions with the view of attaining that result, to which I venture to add one, to the effect that the society should follow the generous course about to be taken by the Liverpool Incorporated Law Society in favour of young solicitors to whose ranks I am

London.

ABOUT TO BE ADMITTED.

## RECENT CASES.

### COURT OF APPEAL.

*Re HAMILTON*—C. A. No. 2, 21st December.

INFANT—MAINTENANCE—JURISDICTION TO CHARGE ESTATE TAIL—TRUSTEE EXTENSION ACT, 1852 (15 & 16 VICT. c. 55), s. 1—JUDGMENT ACT, 1864) 27 & 28 VICT. c. 112), s. 4.

The question in this case was, whether the court could create a charge upon an estate tail of an infant in remainder, for the infant's future maintenance. Real estates, of the annual value of £1,900, were limited to the use of a father for his life, with remainder to the use of his first and other sons successively in tail male, with remainders to his first and other daughters successively in tail male, with remainders over. The father was thirty-five years of age. He had married in July, 1876. There were only two children of the marriage—a son, born in May, 1876, and a daughter, born in March, 1878. In July, 1884, the father was adjudicated a bankrupt, and in January, 1885, his wife obtained a decree for judicial separation. He had since gone to Australia. An originating summons was taken out by a next friend on behalf of the infants, with the view of obtaining an allowance of £200 a year for their maintenance. The mother, to whom the Divorce Court had given the custody of the infants, had an income of only £100 a year, and the father since his bankruptcy had contributed nothing for their support. An offer had been obtained from a person who was willing to pay and secure (by transferring into court securities producing an income exceeding the amount) an annual sum of £200 until the first of the two children should attain twenty-one, in consideration of a charge on the interest of the infants for £13,500, payable on the death of the father, together with interest thereon at five per cent. from the date of the death of the father (in the event of his dying before either of the children should have attained twenty-one). The person making this offer intended to protect himself by means of a policy of insurance against the risk of the infants both dying under twenty-one, the premiums of which policy he would have to pay himself. Kay, J., dismissed the application, on the ground that the court had no jurisdiction to charge the real estate of an infant for his future maintenance. In the Court of Appeal it was contended that the court could, on the theory that a judgment had been obtained against the infants for their maintenance, which would bind their interests, make an order for sale of their interests under the Judgment Act of 1864, which would, under section 1 of the Trustee Extension Act of 1852, have the same effect as if the infants had executed all proper conveyances, and that thus in effect a base fee might be created and charged in favour of the person making the advances. The court (LINDLEY and FRY, L.JJ.) were at first disposed to think that they could create a base fee, but ultimately they held that they could not accede to the application. LINDLEY, L.J., said that it was clear that no judgment could be recovered against the infants in respect of the premiums on the policy, nor could a receiver be appointed while the tenant for life was living. FRY, L.J., said that a judgment for necessities would be for a very different amount than that which was asked for. And the order would have to be enforced against the child who first became tenant in tail in possession, and it would include maintenance of the other child, as well as the premiums.—COUNSEL, *Swinfen Eady*. SOLICITORS, *Abbott, Jenkins, & Abbott*.

*HANDYSIDE v. HANDYSIDE*—C. A. No. 2, 21st December.

COSTS—TAXATION—DIVORCE ACTION—SCALE OF COSTS—20 & 21 VICT. c. 85, ss. 51, 53, 54, 67—RULES OF DIVORCE COURT, 1858—RULES OF DIVORCE COURT, 1865.

The question in this case was what was the proper scale governing the taxation of costs in a divorce action. In the present case an application was made by a wife for the taxation of her costs in the action, and the registrar taxed the costs according to the scale of costs in use in the High Court under the provisions of the rules under the Judicature Acts, the result being that certain items were disallowed which would have been allowed under the scale of costs for the Divorce Court which was issued in 1858 under the provisions of the Act, 20 & 21 VICT. c. 85. On the 26th of December, 1865, Lord Penzance, the then Judge Ordinary, acting on the power given to him by the Act, 23 & 24 VICT. c. 144, issued some new rules for the Divorce Court, by which he purported to revoke "all rules and regulations heretofore made and issued concerning the practice and procedure" in the Divorce Court, and made the following rules and regulations "in place thereof, to take effect on and after the 11th of January, 1866." These new rules did not, however, fix any new scale of costs. The

scale of costs under the Judicature Act is not strictly applicable to divorce actions; but in a case of *Gladstone v. Gladstone* (since the Judicature Act), Hannen, P., held that the taxation of costs was to be according to the High Court scale, so far as it was applicable, and since then it has been the practice of the registrars of the Divorce Division to tax costs according to the High Court scale, so far as it is applicable, and, so far as it is not applicable, to tax according to the scale established by the Divorce Court Rules of 1858. In the present case Hannen, P., refused to review the registrar's taxation, holding that the practice was settled as just mentioned. The Court of Appeal (LINDLEY and FRY, L.JJ.) thought that the Divorce Court Scale of 1858 had not been revoked by the Rules of 1865. But they held that, under section 51 of the Act 20 & 21 VICT. c. 85, the judge had power in each particular case to direct the taxation to be made in such way as in his discretion he might think fit. They thought that the President had not, in fact, in the present case exercised any discretion, but, instead of referring the case back to him, the Court of Appeal exercised their discretion by affirming his decision.—COUNSEL, *Barrance Deane*; *C. A. Middleton*. SOLICITORS, *Smiles, Binyon, & Ollard*; *Torr & Co.* [See now the new Divorce Rules, ante p. 145.]

HIGHER BEBINGTON LOCAL BOARD, Appellants; LIGHTBOUND Respondent—C. A. No. 1, 21st December.

PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 150—STREET—"PREMISES FRONTING, ADJOINING, OR ABUTTING"—LIABILITY TOWARDS EXPENSES OF PAVING.

The appellants incurred expenses in sewerage, paving, and channelling a street called "School-lane," and sought to make the respondent liable to contribute under section 150 of the Public Health Act, 1875, as the owner of certain cottages and land which were alleged to be "front, adjoin, or abut" on School-lane. The respondent's land consisted of two plots with cottages thereon, the plots being divided from School-lane by a wall five feet high, belonging with the land on which it stood, to another person. The back doors of these cottages opened into a passage common to them all, between them and the wall. There was a public footpath dividing the two plots and running into School-lane through an opening in the wall, and access to School-lane from the cottages was either by this footpath or by the passage leading round the end of the wall. The paving and channelling of School-lane extended to the end of the wall, but did not reach the place where there was access from the passage to the lane. The vehicular traffic to the cottages would not pass over that part of School-lane that was paved, but would turn down the passage from School-lane before reaching the paved portion. The respondent contended that the property did not "front, adjoin, or abut on" School-lane, and that he was, therefore, not liable to pay. The Queen's Bench Division, reversing the decision of quarter sessions, gave judgment for the respondent (33 W. R. 705). The Court of Appeal (LORD ESHER, M.R., COTTON and BOWEN, L.JJ.) affirmed the decision. They said that it was chiefly a question of fact in each case—to be decided on certain rules laid down—whether premises "fronted, adjoined, or abutted on" a street. Did the premises, as laid down by Cockburn, C.J., in *London School Board v. St. Mary, Islington* (24 W. R. 137, L. R. 1 Q. B. D. 65), have an access, as well as a close proximity, to the paved part of the street, which would give the owner of the premises a substantial advantage from the use of the street? In this case the cart traffic to the cottages by the passage would not pass over the paved portion of School-lane, and the foot traffic over the footpath did not derive any advantage from the paving. The cottages had no substantial advantage here from the paving, and as they did not, in fact, "front, adjoin, or abut" on School-lane, they could not be said to do so for the purposes of the section so as to render the owner liable to contribute to the paving expenses.—COUNSEL, *Henn Collins*, Q.C., and *C. Higgins*; *Bigham*, Q.C., and *J. E. Banks*. SOLICITORS, *Burton, Yeates, & Co.*, for *Tyrer, Anson, Tyrer, & Simpson*, Liverpool; *Chester, Mayhew, & Co.*, for *W. Weld*, Liverpool.

### HIGH COURT OF JUSTICE.

*JAMES v. PARRY*—Pearson, J., 21st December.

TRADE-MARK—REGISTRATION—PICTORIAL REPRESENTATION OF ARTICLE.

The question in this case, and one which appeared to have been never previously decided in this country, though there are some American decisions on the point, was, whether a pictorial representation of the article to which a trade-mark is applied can be properly registered as a trade-mark. The plaintiffs, several years ago, had designed a new shape for blocks of black-lead—viz., a short cylinder, rounded or "domed" at one end. The name of "Dome" or "Dome-shaped" was applied to black-lead of the plaintiffs' manufacture, and they registered this shape as a design under an Act then in force, which has since been repealed. In 1877 they registered three trade-marks, one of which was the subject of this action. It consisted simply of a representation in black of the shape in which their article is made. The defendants made what they called cylinder black-lead. It was made up in three shapes—one a short cylinder flat at the top and the bottom; the other two were respectively a short and a longer cylinder, each rounded at the top, like the plaintiffs' article. The plaintiffs were in the habit of sending out their black-lead in boxes with a trade label on the outside, which had in the middle of it a picture in black of one of their dome-shaped pieces of black-lead, such as was contained in the box, with the words "Trade-mark" on it. The defendants also sent out boxes of black-lead with a label similar in character, which had upon it three representations in black of three

pieces of black-lead in the three shapes respectively made by them. The plaintiffs sought to restrain the defendants from using this label as being an infringement of their trade-mark. The defendants applied by motion to have the plaintiffs' design removed from the register of trade-marks, on the ground that it was not the proper subject of a trade-mark. *PEARSON, J.*, held that a pictorial representation of the manufactured article could not properly be registered as a trade-mark, and he ordered the plaintiffs' mark to be removed from the register.—*COUNSEL, Everitt, Q.C., and Boufield; Cozens-Hardy, Q.C., and Carpmael. SOLICITORS, Crociers & Fizard; Wilson, Bristol, & Carpmael.*

**Re NORTHUMBERLAND AVENUE HOTEL CO.—Chitty, J.,  
21st December.**

LIMITED COMPANY—PROMOTER'S AGREEMENT—ORAL AGREEMENT BY COMPANY—PART PERFORMANCE—CLAIM FOR DAMAGES—STATUTE OF FRAUDS—JUDICATURE ACT, 1873, s. 25, sub-section 11.

In this case a claim against the liquidators of the company for £20,000 damages was made by the trustee in bankruptcy of C. W. Wallis for breach of an agreement by the company made on the 24th of July, 1882. It appeared that Wallis, having arranged with the Metropolitan Board of Works for a grant of a building lease at £5,600 per annum, entered into the agreement in question with one Doyle, as trustee for the company, to grant an underlease to the company at a rent of £7,000 per annum, and it was also agreed that the company should erect the buildings required by the Metropolitan Board, and that certain remuneration should be paid to Doyle. In the following July the company was incorporated. In October, 1882, Wallis obtained the building agreement from the Metropolitan Board, and the company having taken possession, and also spent £40,000 in building, was afterwards wound up. The Metropolitan Board had taken possession under the forfeiture clause in the building agreement and cancelled the same. During the period of the company's existence many communications, &c., passed between Wallis and the directors, and also several resolutions were passed modifying the agreement, and it was, at that time, assumed by all parties that the company was bound by the agreement, but there was no resolution by the company for adoption of it, nor was any supplemental contract executed by the company. It was contended by the applicant that the facts shewed that the company had entered into a fresh contract of an oral character with Wallis, and that damages for breach thereof were, notwithstanding the Statute of Frauds, recoverable by virtue of the extended jurisdiction under the Judicature Acts. *CHITTY, J.*, held that there was no contract which Wallis could enforce against the company, as the company was not in existence when he purported to contract with Doyle as its trustee. It was Doyle who was contracting and not the company, and it was the intention of the parties that the company were not to take the benefit of the trust without accepting the burden of remunerating Doyle. In point of principle there was no objection to a person contracting as trustee for the benefit of an unborn person or of a company not in existence, but the result of such an act was that it was the act of the contracting person, and the party not in existence was not bound by the contract. The same principle applied in a contract by A. and B. that some act should be done by C. Under such a contract C. could not be sued. If, however, C. was intended to take the benefit of the contract by way of trust, then, if he accepted the benefit, he would be bound to indemnify the trustee against the burden of the contract. Therefore, even if the company had accepted the benefit, it was not liable to Wallis, whatever might be its liability to indemnify Doyle. But Doyle was not a party to the proceedings, and very probably would not have allowed his name to be used, and also was in no sense a trustee for Wallis. The facts also shewed no independent oral agreement with Wallis. However, on the assumption that there was such an oral agreement, could the court decree damages? It was contended that the case fell within *Wilson v. West Hartlepool Railway Co.* (13 W. R. 4, 2 De G. J. & Sm. 475), and that there having been part performance, specific performance would have been decreed in equity, notwithstanding the Statute of Frauds; and that, having regard to the Judicature Act, 1873, s. 25, sub-section 11, enacting that in any conflict between the rules of equity and those of the common law the rules of equity should prevail, such an agreement must now be recognized as binding in all courts and for all purposes, and, in support of this contention, *Walsh v. Lonsdale* (26 SOLICITORS' JOURNAL, 341, L. R. 21 Ch. D. 9) was referred to as being an authority that the court would now decree damages in a case where, before the Judicature Act, damages could not have been given. In *Walsh v. Lonsdale*, however, it was admitted by both parties that there was an agreement capable of specific performance, and the only question being as to the terms of the contract, it was held that in the meantime the payment of rent should be secured as a condition of restraining the distress. In the present case, however, there was no agreement to perform. It was destroyed by the lawful act of the lessor, nor could either the company or Wallis have at any time obtained judgment for specific performance. On the assumption of the existence of the alleged agreement an injunction might have been obtained by the company before it had made default to restrain Wallis from any interference with its possession after entry by the company, and money spent. But, apart from the Judicature Acts, a court of equity, in refusing specific performance, would not have granted an injunction to restrain the company from setting up the Statute of Frauds in an action at law or other defence available; nor could the court, not having any jurisdiction to have decreed specific performance, have decreed damages. It was true that section 25, sub-section 11, said that the rules of equity were to prevail. But if the circumstances of the case had justified the court in interfering, the rule the court would have acted on was that of holding

part performance as a ground for an injunction, and of declining to interfere where no specific performance could have been decreed. The Statute of Frauds would have been a good defence at law before the Judicature Act, and the law had not in that respect been altered. To hold otherwise would be to assume that the Act had created a new right to damages, and had enabled the High Court, not merely to apply the rule of equity as it stood before the Act, but to create a new right of equity. The claim must be dismissed, with costs.—*COUNSEL, Macnaghten, Q.C., and Hadley; Romer, Q.C., and F. B. Palmer; Ince, and A. Cross. SOLICITORS, Stretton & Hilliard; Trinders & Romer.*

**HORLOCK v. WILSON—Chitty, J., 21st December.**

MORTGAGE—CONSOLIDATION—PAYMENT OF INTEREST.

In this case the question arose whether, where the holder of two mortgages by one mortgagee had received part of the property comprised in the one security, he could apply the same for arrears of interest due on the other. *CHITTY, J.*, held that the doctrine of consolidation was not to be applied to such a case. As was stated by James, L.J., in *Re Raggett, Ex parte Williams* (29 W. R. 314, L. R. 16 Ch. D. 117), the court was not disposed to apply that doctrine to any case not covered by authority.—*COUNSEL, Macnaghten, Q.C., and A. C. Eddis; Ince, Q.C., and Methold.*

**HALLETT v. FURZE—Kay, J., 10th and 19th December.**

PRACTICE—MORTGAGE—REDEMPTION—FAILURE OF SECOND MORTGAGEE TO REDEEM FIRST MORTGAGEE—FORM OF DECREE.

This case raised a very important question as to the proper form of decree to be made in an action by a second mortgagee to redeem the first mortgagee, and to foreclose the mortgagee, when the second mortgagee fails to redeem the first mortgagee. The minutes had been drawn according to the form in Seton, 4th ed., p. 1084, form 3, and provided that, in default of the second mortgagee redeeming, the action was to stand dismissed with costs. The plaintiff now applied to vary the minutes by limiting the dismissal to the first mortgagee in case such default should be made. *KAY, J.*, directed the motion to stand over in order that he might consult the registrars of the court as to the proper form of order.

19th December. — *KAY, J.*, now said that he had been informed by the registrars that the form of decree had always been, "Redeem the mortgagee, or the action to be dismissed with costs against both mortgagee and mortgagor." The point had been settled in *Pelley v. Wathen* (7 Hare, 364). The motion to vary must therefore be dismissed with costs.—*COUNSEL, Dunham; Bush, Q.C. SOLICITORS, Winnett; Hallett & Woomam.*

**Re TEALL, TEALL v. TEALL—Kay, J., 10th and 19th December.**

WILL—CONSTRUCTION—LEASE—CARRYING ON BUSINESS—DISCRETION OF TRUSTEES—VESTING OF SHARES.

The question in this case arose on the construction of the will of W. H. Teall, who thereby, after certain specific devises and bequests, gave his freehold house to trustees in fee upon trust to let the same for a term not exceeding thirty years, the rental to be in trust for the person for the time being entitled under the subsequent bequest of his residuary estate, with power to the trustees to sell the lease, the proceeds to be part of his residuary estate, and, until the granting of the lease, to permit his business to be carried on by his son and daughter at a salary, the profits of which were to be held in trust for the person for the time being entitled under the bequest of his residuary estate. Subject as aforesaid, the testator gave his house and all the rest and residue of his real and personal estate to his trustees upon trust to sell and convert as soon as conveniently might be after his death, and to stand possessed of the proceeds and all other his residuary estate in trust for all his children equally as tenants in common absolutely, the shares of females for their separate use: "Provided always, that, if any child of mine shall die in my lifetime, or during the continuance of the trusts hereinbefore declared, leaving issue, such issue shall take by substitution equally as tenants in common the share which such child of mine would have taken under the trusts of this my will; provided further, that, if any son of mine shall die in my lifetime, or during the continuance of the trusts hereinbefore declared, leaving a widow and no issue, such widow shall take the share of her deceased husband for her life for her sole and separate use, and, from and after her decease, the share of my son so dying shall form part of my residuary estate hereinbefore bequeathed, and I hereby declare that my trustees shall have full powers as to mode, time, and place of sale of any of my property hereby directed to be sold, except where otherwise declared." The testator died shortly after the date of his will. In 1878 the trustees let the house for thirty years at a yearly rent of £600. In 1881 one of the testator's sons died intestate and without issue, leaving a widow. The house remained unsold. Another plot of freehold land belonging to the testator was sold for £50, and this, together with the house, was subject to a mortgage created by the testator in 1868, which was still existing. *KAY, J.*, after stating the facts, said that the question was whether, on the death of the son, his interest in the residuary property was divested. That depended on the words, "shall die in my lifetime or during the continuance of the trusts hereinbefore declared." No authority had been found very closely in point, and probably no case could be of much use in determining the meaning of that will; but the general rule of the court in a gift to children of the testator of his residuary property was to favour that construction which led to the vesting indefeasibly of such property as early as might be.

And of this *Minors v. Battison* (25 W. R. 27, L. R. 1 App. Cas. 428), in the House of Lords, was a recent example. The testator, in the case before his lordship, had given the trustees a certain discretion as to the time of converting his property; but he had expressed a wish that this should be done as soon as conveniently might be after his death. His lordship, following the case of *Minors v. Battison*, was of opinion that the court was bound to hold that the absolute interests given to the testator's children became indefeasible at latest when the lease was completed and the business was no longer carried on for the benefit of his estate. The result was that the share of the son, which belonged to him as personal estate (*Smith v. Claxton*, 4 Mad., at p. 492), would devolve, subject to his funeral and testamentary expenses and debts, as to one moiety to his widow, and, as to the other, to his next of kin.—COUNSEL, *Kekewich*, Q.C., and *Shelbeare*; *Graham Hastings*, Q.C., and *Morshead*; *Bramwell Davis*; *Onslow*; *Haldane*. SOLICITORS, *Naunton, Crawford, Ford, Chester, & Clarke*; *Brooks, Jenkins, & Co.*; *Aldridge, Thorne, & Morris*, for *Jackson & Sons*, Ipswich.

Re THE ARGYLL COAL AND CANAL CO.—Kay, J., 17th and 21st December.

COMPANY—CONTRIBUTORY—MEMORANDUM OF ASSOCIATION—AGREEMENT TO TAKE SHARES—COMPANIES ACT, 1862, ss. 6, 18, 23.

In this case the question arose as to the right of a contributory to have his name removed from the list of contributories. In June, 1875, the applicant signed the memorandum of association for 100 shares. The company was shortly afterwards registered with a capital of £50,000, in 10,000 shares of £5 each. The company had no power to accept surrenders of shares. About 4,760 shares were issued, but no register of shareholders was ever made. Mr. Watson, the applicant, was one of the first directors of the company, and attended the first meeting, when he was informed that a sum of money would be divided among the directors, and that his share would be over £400. He declined to accept any part of the sum, and expressed his wish to withdraw from the company. He never attended any other meeting. He was shortly afterwards informed by the secretary that a resolution had been passed freeing him from liability, and he received a letter from the secretary stating that no shares had been allotted him; that those subscribed for by him had been taken up by another person, and that another director would be elected in his place. He asked for an indemnity, but was told that none was necessary. In March, 1879, a resolution was passed that the company should be wound up voluntarily, and two directors (one of whom was the promoter) were appointed liquidators. Shortly afterwards a supervision order was made. The liquidators took no steps in the winding up, and in January, 1885, they were removed by the court, and another liquidator was appointed. He proceeded to make out a list of contributories, and put Mr. Watson's name on the list for 100 shares. KAY, J., after stating the facts and referring to sections 6, 18, and 23 of the Companies Act, 1862, said that the applicant had, by signing the memorandum, become a member of the corporation. There was nothing to identify the shares for which the applicant had signed the memorandum with those which were allotted to the substitute named by the secretary, nor had there been any communication between Mr. Watson and the allottee. His lordship referred to *Mackley's case* (24 W. R. 92, L. R. 1 Ch. D. 247); *Evans' case* (15 W. R. 476, L. R. 2 Ch. D. 427); *Re London and Provincial Consolidated Coal Co.* (L. R. 5 Ch. D. 525, 25 W. R. Dig. 48); and *Re Esparto Trading Co.* (28 W. R. 146, L. R. 12 Ch. D. 191), and said that it was clear upon these authorities that a person who had signed the memorandum could not get rid of his liability as shareholder except by means of a duly registered transfer of his particular shares. There had been no such transfer in the present case, and the argument that the company was estopped by the delay which had taken place could not be maintained, more especially as it was put forward on behalf of a director who must be taken to have known that the proceedings were entirely irregular. His lordship was therefore bound to come to the conclusion that, notwithstanding the lapse of time and the irregular attempt to get rid of liability, the applicant was liable as a contributory for the 100 shares, and the application must be refused, with costs.—COUNSEL, *Graham Hastings*, Q.C., and *Levett*; *W. Pearson*, Q.C., and *Buckley*. SOLICITORS, *Bower, Cotton, & Bower*, for *T. Ainsworth*, Blackburn; *Clark, Woodcock, & Ryland*, for *Chew & Son*, Manchester.

HALE v. OTTOMAN RAILWAY CO.—Kay, J., 16th December.

COMPANY—DEBENTURES—DRAWINGS WHILE INTEREST ON DEBENTURES IN ARREAR.

The point was as to whether the company could continue the drawings of debenture bonds, and the payment of the bonds so drawn, and the arrears of interest thereon, while arrears of interest were owing upon the remaining bonds; all the debentures being entitled to be treated *pari passu*. The Ottoman Railway Co. issued £100 debenture bonds, bearing interest at six per cent., upon the footing that the holders thereof should be treated *pari passu*, and without any priority or preference of one over the other. There was an indorsement on each bond to the effect that the whole amount of the debentures would be paid off by an "amortissement" extending over forty-two years. The prospectus announcing the issue stated that provision had been made for redeeming the whole issue in forty-four years at par by annual drawings. The interest on the debentures had fallen into arrear, seven half-yearly payments not having been made, in consequence of the Turkish Government not having regularly paid their guaranteed subvention, but the earned revenue of the company has of late years increased to such an

extent as to provide funds for the payment of the current interest on the debentures, and the amounts payable on the drawn bonds, but not enough to include the payment of the arrears of interest on the whole issue. The company, however, have continued to draw a certain number of bonds every year, and to pay them off on the footing of the indorsement. KAY, J., held that the drawings ought to be suspended until the company had paid off the arrears of interest on all the debentures, as otherwise the holders of drawn bonds would obtain an advantage over the holders of those that were not so drawn, and would destroy the equality of the debentures "*inter se*."—COUNSEL, *Kekewich*, Q.C., and *A. W. Rowden*; *Robinson*, Q.C., and *F. Stroud*; *Hastings*, Q.C., and *A. P. Whately*; *L. G. Gordon Robbins*. SOLICITORS, *Kimber & Co*; *Roopers & Whately*.

#### CASES AFFECTING SOLICITORS.

Re R. GALLAND (a Solicitor)—C. A. No. 2, 19th December.

[We have received the following fuller report of the judgments delivered in this case, reported *ante*, p. 142.]

LINDLEY, L.J., said that it had become unnecessary to decide the question of principle whether the court had jurisdiction to order a solicitor to deliver up papers without payment to him of sufficient to secure him. His lordship would therefore say no more than that there is evidently jurisdiction to do this in some cases, and, when the point had to be decided, the bearing of rule 8 of order 50 of the R. S. C., 1883, would have to be considered. It might possibly be that that rule had removed all difficulty in the matter. Another point was whether the solicitor had any lien on the company's papers in respect of some expenses incurred in the formation of the company, and for the payment of which the company's special Act made provision. Probably that Act would enable him to maintain an action of debt against the company for those expenses. But these costs had not become due to him from the company as his clients, and the Act gave him no lien in respect of them on the papers, and he had no lien as solicitor. FRY, L.J., was of the same opinion. The lien of a solicitor did not extend to all sums of money which might be due to him by his client. It did not, to use the language of Lord Eldon, extend to general debts, but only to what was due to him in the character of solicitor. If anything was due by the company to the solicitor in respect of the costs of the promoters it was due from them under the statute, and not as from clients to their solicitor.

#### COUNTY COURTS.

MALVERN.

(Before JOHN AMPHLETT, Esq., Deputy Judge.)

December 14.—*Guise v. Cartridge and others*.

Solicitor and client—Costs—Taxation—Client's liability for beyond party and party costs.

In an action of ejectment—a pedigree case—in this court, in January, 1885, the plaintiff, through his solicitor, obtained judgment under section 12 of the County Court Act, 1867, and the costs as between party and party were taxed and paid, the solicitor subsequently delivering to the plaintiff his costs as between solicitor and client, shewing the credit of each item allowed on party and party taxation, and the costs of deducing and perfecting plaintiff's title by discovery and registers, the plaintiff, by three letters, promising payment, then obtaining an appointment to tax, and raising the objection in chambers that the only costs contemplated were those already taxed as between party and party, and that no other taxation was permissible, nor the solicitor entitled to any further costs; the registrar allowed the objection.

Martin (Pershore) now applied, pursuant to notice of motion, supported by affidavit, to review registrar's taxation as between solicitor and client, quoting the County Courts Act, 1875, s. 8, and sections 33, 34, and 35 of the County Courts Act, 1856; *Waller v. Lucy* (1 M. & G. 64), *Knightley v. Goodman* (19 L. J. C. P. 166), and *In re Joel Emmanuel & Co.* (L. R. 9 Q. B. 408).

Woodhouse Yeale (Bristol), for the plaintiff, opposed the motion on the ground that both scales, as shewn by the heading, applied to costs between solicitor and client as well as between party and party; that the report *In re Joel Emmanuel & Co.* was misleading, and did not apply to actions where the taxation had been, as in this instance, on the higher scale; and, as the plaintiff had recovered judgment and costs, it was for the defendants to pay all the costs, even though a considerable part were for making out and perfecting the plaintiff's title to enable him to succeed, and the solicitor could not obtain any larger costs.

His Honour, without calling on Mr. Martin to reply, at once acceded to the motion, and ordered the registrar to tax the bill as between solicitor and client.

It is stated that nine parliamentary election petitions have been presented up to the present time—viz., one from the Stepney Division of the Tower Hamlets against the return of Mr. J. C. Durant; one from Barrow-in-Furness against the return of Mr. D. Duncan; two from Ipswich against the return of Mr. West, Q.C., and Mr. J. Collings; two from Devonport against the return of Captain Price and Mr. J. H. Puleston; one from Norwich against the return of Mr. H. Bullard; one from Ashton-under-Lyne against the return of Mr. J. Addison, Q.C.; and one from the Aylesbury Division of Buckingham against the return of Baron Ferdinand de Rothschild.

## LEGAL APPOINTMENTS.

Mr. LEONARD JAMES MATON, solicitor (of the firm of Mackrell, Maton, & Godlee), of 21, Cannon-street, has been appointed Solicitor to the Irish Society, to act jointly with his partner, Mr. John Mackrell. Mr. Maton was educated at Rugby and at Lincoln College, Oxford. He was admitted a solicitor in 1870.

Mr. WILLIAM LATHAM, solicitor (of the firm of Latham & New), of Leicester and Melton Mowbray, has been appointed Clerk to the Melton Mowbray Local Board.

Mr. WILLIAM JOHN CHAMBERS, solicitor (of the firm of Chambers & Chambers), of Brighouse, has been appointed Clerk to the Shelf Local Board, on the resignation of his uncle and partner, Mr. Thomas Bradley Chambers. Mr. W. J. Chambers was admitted a solicitor in 1862.

Mr. JOHN HENRY PROCTOR LERESCHE, barrister, has been appointed Stipendiary Magistrate for the Division of Manchester, in succession to Sir John Hes Mantell, resigned. Mr. Leresche is the eldest son of Mr. Samuel Leresche, of Manchester. He was called to the bar at the Middle Temple in Hilary Term, 1847. He is a member of the Northern Circuit, and deputy recorder of the city of Manchester.

Mr. GEORGE ARTHUR PARKER has been appointed to officiate as a Judge of the High Court of Judicature at Madras.

Mr. TURNER COLLIN, solicitor, of Saffron Walden, has been appointed Clerk to the Linton Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. John Thomas Collin. Mr. Collin, junior, was educated at Trinity College, Cambridge, where he graduated as a junior optime in 1874, and he was admitted a solicitor in 1877. He is registrar of the Saffron Walden County Court, and clerk (jointly with his father) to the magistrates of the Walden Division of the county of Essex.

Mr. CHARLES MILLARD, solicitor, of Dolgelly, has been appointed Clerk to the Dolgelly School Board. Mr. Millard was admitted a solicitor in 1881.

Mr. EDWARD BLAIR MICHELL, barrister, has been appointed Legal Adviser to the Government of Siam. Mr. Michell is the eldest son of the late Rev. Richard Michell, D.D., Principal of Hertford College, Oxford. He was educated at Winchester and at Magdalen College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1869, and he has practised in the Chancery Division.

Mr. JAMES JARDINE, barrister, has been appointed to officiate as a Judge of the High Court of Judicature at Bombay. Mr. Jardine is the youngest son of Mr. William Jardine, of Dunstable, and was born in 1847. He was educated at Caius College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1871, and he has filled the post of Perry Professor of Jurisprudence at the University of Bombay.

Mr. HENRY CAREW COX, solicitor (of the firm of Thurgood & Cox), of Saffron Walden and Stansted Mountfitchet, has been appointed Clerk to the Saffron Walden Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent Registrar for the Saffron Walden District, on the resignation of his partner, Mr. William Thurgood. Mr. Cox was admitted a solicitor in 1879.

Mr. GEORGE BRISCOE KERFORD, Attorney-General of Victoria, has been appointed a Judge of the Supreme Court of that Colony.

Mr. JOHN GREENFIELD (of the firm of Greenfield & Abbott), solicitor, of 37, Queen Victoria-street, London, E.C., and Kingston-on-Thames, has been appointed, by the Chief Justice of the Supreme Court at Queensland, a Commissioner for taking Affidavits, &c., in the said Supreme Court.

Mr. ARTHUR JOHN WILLIAMS, barrister, who had been elected M.P. for the Southern Division of Glamorganshire in the Liberal interest, is the youngest son of Mr. John Morgan Williams, of Bridgend, and was born in 1835. He was called to the bar at the Inner Temple in Hilary Term, 1867, and he was secretary to the Royal Commission on Mining Accidents.

Mr. COURTNEY STANNHOPE KENNY, barrister, who has been elected M.P. for the Barnsley Division of the West Riding of Yorkshire in the Liberal interest, is the eldest son of Mr. William Fenton Kenny, of Ripon, and was born in 1847. He is a fellow of Downing College, Cambridge, where he graduated in the first class of the Law Tripos in 1875, and he obtained the Chancellor's Medal for legal studies in the same year. He was admitted a solicitor in 1869, and he was called to the bar at Lincoln's-inn in January, 1881. Mr. Kenny is lecturer in law at Trinity College, Cambridge.

Mr. JAMES EDWARD O'DONERTY, solicitor, of Londonderry, who has been elected M.P. for the Northern Division of the County of Donegal in the Home Rule interest, was born in 1848, and was admitted a solicitor at Dublin in 1870.

Mr. MAURICE HEALY, solicitor, of Dublin and Cork, who has been elected M.P. for the City of Cork in the Home Rule interest, is the son of Mr. Michael Healy, of Cork. He was admitted a solicitor in 1862.

The Hon. EDWIN BRERLEY PORTMAN, barrister, who has been elected M.P. for the Northern Division of Dorsetshire in the Liberal interest, is the second son of Viscount Portman, and was born in 1830. He was

educated at Rugby and at Balliol College, Oxford, where he graduated B.A. in 1850, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Trinity Term, 1852, and he practised for several years on the Western Circuit.

Mr. EDMUND ROBERTSON, barrister, who has been elected M.P. for the Borough of Dundee in the Liberal interest, is the eldest son of Mr. Edmund Robertson, and was born in 1846. He was educated at the University of St. Andrews, and at Lincoln College, Oxford, where he graduated first class in Classics in 1870. He obtained the Vinerian Law Scholarship in 1871, and he was afterwards elected a fellow of Corpus Christi College. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1871, and he is a member of the Northern Circuit. Mr. Robertson was for some time professor of Roman law at University College, London.

Mr. LLEWELLYN ARCHER ATHERLEY JONES, barrister, who has been elected M.P. for the North-Western Division of the County of Durham in the Liberal interest, is the third son of the late Mr. Ernest Jones, barrister, and was born in 1849. He was educated at Brasenose College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1875, and he is a member of the North-Eastern Circuit.

Mr. WILLIAM JOHNSTON, barrister, who has been elected M.P. for the Southern Division of the Borough of Belfast in the Conservative interest, is the eldest son of Mr. John Brett Johnston. He was born in 1829, and was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1872. Mr. Johnston was M.P. for Belfast from 1868 till 1878, and he was for several years an inspector of Irish fisheries.

Mr. LEWIS McIVER, barrister, who has been elected M.P. for the Torquay Division of Devonshire in the Liberal interest, is the eldest son of Mr. John McIVER, of Madras. He was born in 1846, and he was for several years a member of the Madras Civil Service. He was called to the bar at the Middle Temple in November, 1878.

Mr. WILLIAM CORNWALLIS WEST, barrister, who has been elected M.P. for the Western Division of Denbighshire in the Liberal interest, is the second son of Mr. Frederick Richard West, of Ruthin Castle, Denbighshire, and was born in 1835. He was called to the bar at Lincoln's-inn in Trinity Term, 1862.

Mr. ALEXANDER CRAIG SELLAR, advocate, who has been elected M.P. for the Partick Division of Lanarkshire in the Liberal interest, is the son of Mr. Patrick Sellar, of Westfield, Morayshire, and was born in 1835. He was educated at Rugby and at Balliol College, Oxford, where he graduated first class in Classics in 1858. He was called to the bar in Scotland in 1862. Mr. Sellar was private secretary to the present Lord Young when Lord Advocate of Scotland.

Mr. THOMAS PHILLIPS PRICE, barrister, who has been elected M.P. for the Northern Division of Monmouthshire in the Liberal interest, is the only son of the Rev. William Price, Canon of Llandaff, and was born in 1844. He was educated at Winchester and at University College, Oxford, where he graduated second class in Classics in 1867. He was called to the bar at the Inner Temple in Trinity Term, 1869. Mr. Price is a magistrate for Monmouthshire.

Mr. DAVID PUGH, barrister, who has been elected M.P. for the Eastern Division of Carmarthenshire in the Liberal interest, is the son of Mr. David Heron Pugh, of Greenhill, Carmarthenshire, and was born in 1806. He was educated at Rugby and at Balliol College, Oxford, where he graduated third class in Classics in 1828. He was called to the bar at the Inner Temple in Easter Term, 1837. Mr. Pugh sat for Carmarthenshire from 1859 till 1868. He is a magistrate, a deputy-lieutenant, and chairman of quarter sessions for that county, and he was high sheriff in 1874.

Mr. THOMAS WARING, barrister, who has been elected M.P. for the Northern Division of the County of Down in the Conservative interest, is the eldest son of Mr. Henry Waring, and was born in 1828. He was called to the bar at Dublin in 1852.

Mr. CHARLES AUGUSTUS VANSITTART CONYBEARE, barrister, who has been elected M.P. for the North-Western Division of the County of Cornwall in the Liberal interest, is the son of Mr. John Charles Conybeare, barrister, and was born in 1855. He was educated at Christ Church, Oxford. He graduated third class in Classics in 1876, and he obtained the Lothian Prize in the following year. He was called to the bar at Gray's-inn in January, 1881, and he practises on the South-Eastern Circuit, and at the Essex Sessions.

Mr. HERBERT THOMAS KNATCHBULL HUGGESSON, barrister, who has been elected M.P. for the Faversham Division of the County of Kent in the Conservative interest, is the fourth son of Sir Edward Knatchbull, Bart., and a younger brother of Lord Brabourne. He was born in 1835, and he assumed the additional name of Huggesson by Royal licence. He was educated at Eton, and at Trinity College, Oxford. He was called to the bar at Lincoln's-inn in Trinity Term, 1859, and he was a member of the Home Circuit.

Mr. ROBERT STEWART MENZIES, barrister, who has been elected M.P. for the Eastern Division of Perthshire in the Liberal interest, is the eldest son of Mr. Graham Menzies, of Philiphaugh, Selkirkshire, and was born in 1857. He was educated at Harrow and at Christ Church, Oxford, where he graduated second class in Modern History in 1879. He was called to the bar at Lincoln's-inn in January, 1882. Mr. Menzies is a magistrate for Perthshire and Forfarshire.

Mr. CHARLES SHALL HAYNE, barrister, who has been elected M.P. for the Ashburton Division of Devonshire in the Liberal interest, is the only

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GEORGE solicitors, business Stebbing Smythies

A dinner held on the proceeds of the press was supplied town clerk Eq.; M. Law Stur the Wig delegate men sat letters gentlemen Q.C., of quarter worth, and Me Liverpool toasts were posed by the history and the legal p J. J. D with a fellow. Officers commit propose Tomlin respon topics was " replied was pro clerk. propose cester. forte so J. Bat W. Gil broke v and " A jo Law St evening mayor "That falling decided behalf whilst cester each deduce referre then d that t

son of Mr. Charles Seale Hayne. He was born in 1833, and he was called to the bar at Lincoln's-inn in Easter Term, 1857. Mr. Hayne is a magistrate for Devonshire.

Mr. JOHN McKANE, barrister, LL.D., who has been elected M.P. for the Mid-Division of the County of Armagh in the Conservative Interest, was born in 1840. He is an LL.D. of the Queen's University in Ireland. He was called to the bar at Dublin in 1864, and he is a member of the North-East Circuit. He was, for several years, professor of English law at Queen's College, Belfast.

Mr. FELIX THORNLEY COBBOLD, barrister, who has been elected M.P. for the North-Western Division of the County of Suffolk in the Liberal interest, is the sixth son of Mr. John Chevalier Cobbold, of Ipswich, and was born in 1842. He was educated at Eton, and he was formerly scholar of King's College, Cambridge, where he graduated in the first class of the Classical Tripos in 1865. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1868.

#### PARTNERSHIP DISSOLVED.

GEORGE STEBBING COXWELL and FRANK BORTHWICK SMYTHIES, solicitors, Lynton and Lyndhurst, Hants. November 1, 1885. The said business will henceforth be carried on at Lyndhurst by the said George Stebbing Coxwell alone, and at Lynton by the said Frank Borthwick Smythies alone. [Gazette, Dec. 29.]

### LAW STUDENTS' JOURNAL.

#### PRESTON LAW DEBATING SOCIETY.

A dinner in connection with the Preston Law Debating Society was held on the 23rd of December. Considerable interest was manifested in the proceedings by the members of the society, owing to the fact of its being the first dinner held since the reconstitution of the society in 1879. The president, Thomas Humber, Esq., barrister-at-law, presided, and he was supported by W. E. M. Tomlinson, Esq., M.P., barrister-at-law; the town clerk, Henry Hamer, Esq.; Michael Willan, Esq.; J. J. Dallas, Esq.; Messrs. Johnson and Humphries, delegates from the Manchester Law Students' Society; Messrs. Cockburn and Graham, delegates from the Wigan Law Students' Society; and Messrs. Holden and Knowles, delegates from the Lancaster Law Students' Society. About fifty gentlemen sat down to dinner. After dinner, the secretary, Mr. Bush, read letters of regret at their inability to attend from the following gentlemen:—Sir John E. Gort, Solicitor-General; John Addison, Esq., Q.C., M.P., recorder of Preston; W. H. Higgin, Esq., Q.C., chairman of quarter sessions; H. G. Shee, Esq., barrister-at-law; T. M. Shuttleworth, Esq.; W. Banks, Esq.; T. Edleston, Esq.; G. H. Dickson, Esq.; and Messrs. C. B. Wilson, jun., and A. E. Nalder, secretaries of the Liverpool and Barrow Law Students' Societies respectively. The following toasts were then gone through:—"The Queen and Royal Family," proposed by the chairman. "The Preston Law Debating Society," proposed by the president, in proposing which he referred at some length to the history of the society, the distinguished success of many of its members, and the benefits societies of this kind conferred on law students and the legal profession generally. Mr. Bush, the secretary, responded. Mr. J. J. Dallas next proposed "The President." This toast was drunk with acclamation, the members heartily singing "For he's a jolly good fellow." Mr. Humber replied. Mr. A. Cotman then proposed "The Officers of the Society," to which Mr. S. Davies, as chairman of the committee, responded. The toast, "The Legal Profession," was then proposed by Mr. Hamer, which was received with musical honours. Mr. Tomlinson, M.P., who rose amidst loud and continued applause, responded, and, in the course of his remarks, referred to some of the legal topics which are at present agitating the public mind. The next toast was "The Visitors," which was proposed by Mr. J. J. Rawsthorn, and replied to by Mr. Johnson, of Manchester. "The Borough of Preston" was proposed by Mr. Cockburn, of Wigan, and responded to by the town clerk. The last toast on the programme, "The Lancashire Witches," was proposed by Mr. R. A. McNab, and responded to by Mr. Holden, of Lancaster. Between the various toasts, and afterwards, songs, violin and piano-forte solos, and readings were given by the following gentlemen:—Messrs. J. Bateman, F. Beaver, W. Bramwell, A. Brierley, A. Bush, S. Davies, W. Gillow, J. H. Jackson, and W. Preston, and a most enjoyable evening broke up shortly after midnight with the singing of "Auld Lang Syne" and "God save the Queen."

A joint debate of the Preston Law Debating Society and the Lancaster Law Students' Society was held at the Preston Law Library on Wednesday evening, the 16th of December, 1885. John Forshaw, Esq., solicitor, ex-mayor of Preston, presided. The subject for debate was as follows:—"That the case of *Putnam v. Harland* (as to the consequences of lessee failing to look into lessor's title) (L. R. 17 Ch. D. 353) was wrongly decided." Messrs. W. T. Smith, W. Bramwell, and J. J. Rawsthorn, on behalf of the Preston Law Debating Society, argued for the affirmative, whilst Messrs. J. W. Wearing, J. E. Lambert, and Welch, for the Lancaster Law Students' Society, argued for the negative. The leaders on each side having replied, the chairman summed up the arguments deduced in favour of each view of the case, in the course of which he referred to the cases brought forward in a very exhaustive manner, and then decided for the negative, the contention of the Lancaster Society, that the appeal must be dismissed. A vote of thanks to the chairman

for his presence that evening, and for having so efficiently discharged the duties of the chair, was then proposed by Mr. Wearing, of Lancaster, and seconded by Mr. Smith, of Preston, and carried unanimously. The chairman, in reply, expressed his great pleasure in presiding, and congratulated the Lancaster Society on their success. On the motion of Mr. S. Davies, seconded by Mr. W. Bramwell, the members of the Lancaster Law Students' Society were thanked for having attended the joint debate. Mr. Wearing, of Lancaster, responded. The proceedings then terminated.

### OBITUARY.

#### JUDGE SUMNER.

His Honour Judge Charles Sumner died suddenly on the 23rd ult. Judge Sumner was the second son of the Right Rev. Charles Richard Sumner, D.D., Bishop of Winchester. He was born in 1819, and he was educated at Balliol College, Oxford. He was called to the bar at the Middle Temple in Trinity Term, 1848, and he formerly practised on the Home Circuit, and at the Surrey Sessions. He had been chancellor of the diocese of Winchester, and commissary of Surrey since 1856, and in 1866 he was appointed by Lord Chelmsford judge of county courts for Circuit No. 53, which comprises nearly the whole of Gloucestershire. He was a magistrate for Gloucestershire, and chairman of quarter sessions for that county. Judge Sumner was married in 1842 to the daughter of Mr. John Boulcott.

#### MR. SAMUEL WILLIAMSON.

Mr. Samuel Williamson, solicitor, of Chester, died about three weeks ago. Mr. Williamson, who was almost the oldest solicitor in Cheshire, was admitted a solicitor in 1826. Shortly after the passing of the first County Courts Act, he was appointed registrar of the Holywell County Court (Circuit No. 24). A few years later he was appointed registrar of the Chester County Court (Circuit No. 29), and he held that office till his death. Mr. Williamson was also district registrar at Chester under the Judicature Acts. On the 17th ult., at the sitting of the Chester County Court, Judge Lloyd expressed his sorrow at Mr. Williamson's death, and his sense of the efficient manner in which the deceased had discharged his duties as registrar of the court.

#### MR. JOHN THEODORE HOYLE.

Mr. John Theodore Hoyle, solicitor, coroner for Newcastle-upon-Tyne, died on the 23rd ult., after a long illness, in his seventy-eighth year. Mr. Hoyle was the son of Mr. Richard Hoyle, and was born in 1808. He served his articles with Messrs. Stable & Donkin, of Newcastle, and he was admitted a solicitor in 1831. For over fifty years he had conducted an extensive practice at Newcastle. In 1856 he was appointed official solicitor to the local court of bankruptcy, and in the following year he was elected coroner for Newcastle, which office he held until his death. He had been for many years associated in partnership with Mr. Shipley, and more recently with his son, Mr. Theodore Hoyle, who is deputy-coroner for the borough. Mr. Hoyle was buried at St. Andrew's Cemetery, Newcastle, on the 26th ult.

#### MR. GEORGE WHITLEY ABRAHAM, LL.D.

Mr. George Whitley Abraham, LL.D., Registrar in Lunacy in Ireland, died on the 25th ult. Mr. Registrar Abraham was an LL.D. of Trinity College, Dublin. He was called to the bar at Dublin in 1854, and in 1874 he was appointed by Lord O'Hagan to the office of registrar in lunacy in Ireland, which office he held until his death. He was one of the Irish Endowed Schools Commissioners, and he had on three occasions acted as a census enumerator. The deceased had devoted much of his time to literary pursuits, and he was well known as a contributor to the *Dublin Review*, and other publications.

### LEGAL NEWS.

The retirement of Chief Justice Daly, of the New York Common Pleas, says the *Albany Law Journal*, after a judicial service of forty-one years, deserves more than a passing remark. The last case that he heard was argued by ex-Judge Arnoux, who argued his first case before him in 1853, and who alluded to it, and paid the retiring jurist a glowing and well-deserved tribute at its conclusion. Judge Daly is one of the most honoured and prominent figures in the city of New York, standing in the law very much as Bryant stood in literature. He is a pure and just man, of great legal learning and of broad general scholarship, and he has enriched the law and literature by many studious labours.

The *Times* records the death of Dr. Julius Glaser, Imperial Procurator of the Supreme Court of Appeal at Vienna, a great Austrian lawyer and law reformer. Born in 1831 at Postelberg, in Bohemia, Julius Glaser, who was of Jewish extraction, had scarcely completed his nineteenth year when he published a treatise on the criminal procedure of England

and Scotland. In 1860 he was appointed Professor of Criminal Jurisprudence at the Vienna University. By that time he had written several treatises on "The Functions of Justices of the Peace," "The Examination of Witnesses," "Trial by Jury," and "The English Judicature," which have now become law text-books. In 1867, at the early age of 36, he was elected Dean of the Faculty of Law. In 1868 he was appointed Under-Secretary of State in the Ministry of Public Instruction, in which capacity he drafted an excellent Primary School Bill, which passed into law. In 1871 he was elected Deputy in the Liberal interest for the first ward, or inner city of Vienna, and in November of the same year was appointed Minister of Justice. From this time until the fall of the Auerberg Cabinet in 1879, Dr. Glaser laboured indefatigably at the cause of law reform, and passed several important measures which materially altered the forms of procedure, simplifying criminal actions and greatly diminishing the costs of civil suits. The Austrian criminal procedure, once very cumbersome, and causing much hardship to accused persons, now offers a neat combination of what is best in the English and French systems. To Dr. Glaser chiefly, if not entirely, is public gratitude owing for this.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Thurs. Jan 7	Mr. Lavis	Mr. King	Mr. Koe	Mr. Leach
Friday .....	Leach	Farrer	Crowe	Beal
Saturday..	Beal	King	Koe	Leach
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Thursday, Jan. ....	7 Mr. Ward	Mr. Jackson	Mr. Pugh	
Friday .....	8 Pemberton	Carrington	Lavis	
Saturday .....	9 Ward	Jackson	Pugh	

## COMPANIES

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**ALLIANT COLLIERY COMPANY, LIMITED.**—By an order made by Chitty, J., dated Dec 16, it was ordered that the company be wound up. Blackland, Queen Victoria st, solicitor for the petitioner.

**BRISTOL BOTTLE WORKS COMPANY, LIMITED.**—Bacon, V.C., has, by an order dated Dec 5, appointed John Hudson Smith, Exchange bldg, Bristol, to be official liquidator.

**IMPORTED MEAT COMPANY, LIMITED.**—V.C. Bacon has, by an order dated Nov 21, appointed Francis Joseph Thomas Moore, 98, Cannon st, to be official liquidator. Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Jan 23 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**MILITARY AND CIVIL SERVICE COLLEGE, LIMITED.**—V.C. Bacon has, by an order dated Dec 7, appointed Henry Hughes Knill, 37, Cheapside, to be official liquidator. Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Jan 22 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**NATIONAL CYCLE WORKS, LIMITED.**—The Vacation Judge has, by an order dated Sept 11, appointed Francis William Pixley, 24, Moorgate st, to be official liquidator. Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Jan 23 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**TRADING STEAMSHIP COMPANY, LIMITED.**—By an order made by V.C. Bacon, dated Dec 12, it was ordered that the voluntary winding up of the company be continued. Lowless and Co, Martin's lane, Cannon st, solicitors for the petitioners.

**VICTORIA GOLD COMPANY, LIMITED.**—Petition for winding up, presented Dec 13, directed to be heard before Bacon, V.C., on Jan 16. Webb & Co, Queen Victoria st, solicitors for the petitioners.

**CHOC SUGAR FACTORY COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Dec 12, it was ordered that the company be wound up. Druce and Co., Billiter sq, solicitors for the petitioner.

**ENDOLITHIC COMPANY, LIMITED.**—By an order made by Chitty, J., dated Dec 19, it was ordered that the voluntary winding up of the company be continued. Van Sandau and Co, King st, Cheapside, solicitors for the petitioner.

**JOHN VERNON HOPE AND COMPANY, LIMITED.**—Bacon, V.C., has directed meetings of the creditors to be held on Wednesday, Jan 13 at 3, at the Guildhall Tavern, Guildhall yd, Gresham st. W. B. Keen, official liquidator.

**TRAMWAYS TRUST COMPANY, LIMITED.**—Chitty, J., has fixed Jan 11, at 11, at his chambers, in the Royal Courts, for the appointment of an official liquidator.

**TRANSVAAL GOLD EXPLORATION AND LAND MINING COMPANY, LIMITED.**—Creditors are required, on or before Apr 2, to send their names and addresses, and the particulars of their debts or claims, to George Benson Monkhouse, 59, St Swithin's lane. Wednesday, Apr 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

#### COUNTY PALATINE OF LANCASTER. LIMITED IN CHANCERY.

**PLAS SILVER LEAD MINING COMPANY, LIMITED.**—The Vice-Chancellor has, by an order dated Dec 8, appointed Alfred Herbert Pownall, 59, Princess st, Manchester, to be official liquidator.

#### UNLIMITED IN CHANCERY.

**NO. 1 RAILWAY HOTEL BENEFIT BUILDING SOCIETY, ACCRINGTON.**—Petition for winding up, presented Dec 22, directed to be heard before Fox Bristowe, V.C., on Thursday, Jan 7, at 10.30, at the Assize Courts, Strangeways, Manchester.

Slater and Co, Manchester, agents for Hall and Co, Accrington, solicitors for the petitioner.

#### FRIENDLY SOCIETIES DISSOLVED.

**LIVERPOOL CO-OPERATIVE SICK AND BURIAL FRIENDLY SOCIETY, Odd Fellows' Hall, St Anne st, Liverpool.** Dec 21

**SIR THOMAS BRASSEY LODGE, Shrewsbury District of the National United Order of Free Gardeners, Park Inn, Shrewsbury, Salop.** Dec 19

**PRIMITIVE METHODIST FRIENDLY SOCIETY, Greet Green, West Bromwich, Stafford.** Dec 24

## CREDITORS' CLAIMS.

### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

**BRADDICK, BAMPFIELD, Hove, Sussex.** Jan 30. Stuckey v Braddick, Pearson, J. Cooper, Brighton

**GREIG, JOHN, Broad st, Ratcliff.** Jan 11. Weardale Iron and Coal Company, Limited v Greig, Pearson, J. Ratcliffe, New Broad st

**HEMPSTED, ROBERT, Grantham, Lincoln, Engineer.** Jan 12. Halifax Permanent Benefit Building Society v Hempsted, Chitty, J. Angier, Chancery lane

**NICHOLLS, WILLIAM BOWN, Castle st, Southwark, Warehouseman.** Jan 14. Nicholls v Stockinger, Chitty, J. Hardy, Bedford row

**DAVIES, EVAN, Lampeter, Cardigan, Gent.** Feb 1. Owen v Davies, Bacon, V.C. Edwardes, Lampeter

**JONES, JAMES, Stockton on Tees, Yeoman.** Jan 4. Hutchinson v Jones, Bacon, V.C. Crossman, Theobald's rd, Gray's inn

**WEBSTER, THOMAS, Kirkstall, Leeds, Timber Merchant.** Jan 16. Hall v Webster, Pearson, J. Simpson, Leeds

**WESTWOOD AND MOORE, Brierley Hill, Stafford, Glass Bottle Manufacturers.** Jan 11. Barton v Westwood, Kay, J. Clarke, Birmingham

### CREDITORS UNDER 22 & 23 VICT. CAP 36. LAST DAY OF CLAIM.

**BAILEY, HARRIETT, Coventry.** Jan 27. Brownets, Coventry

**BARLOW, ABRAHAM, Bury, Lancaster, Dyer.** Dec 31. Butcher, Bury

**BARTON, THOMAS WATERHOUSE, Longton, Stafford, Earthenware Manufacturer.** Jan 22. Adderby and Marlett, Longton

**BLAKE, LOUISA BROOKE, Torquay.** Feb 1. Raper and Freeland, Chichester

**BRACE, SARAH, Weymouth.** Feb 1. Newman and Co, Yeovil

**CHANTLER, JOHN, Southwater, Sussex, Farmer.** Jan 15. Medwin and Co, Horsham

**COGHILL, SIR WILLIAM MARCUS, Ramsgate, General.** Feb 14. Daniel, Ramsgate

**COOPER, JOHN, West Brighton, Sussex, Gent.** Jan 18. Hoppe and Boyle, Gracechurch st

**COWPER, ROBERT, Stonegate, York, Professor of Music.** Jan 10. Calvert, York

**DAVIES, WILLIAM EDWARD, Helsby, Chester, Farmer.** Feb 11. Walley, Manchester

**ELDER, ALEXANDER LANG, St Helen's pl, Bishopsgate st, Merchant.** Jan 31. Murray and Co, Birchin lane

**FREEMAN, WILLIAM PERRE WILLIAMS, Clapton, Northampton, Esq.** Jan 22. Ropers and Whately, Lincoln's inn fields

**HARRIS, FRANCIS, Cavendish sq, Doctor of Medicine.** Jan 15. Morse, Lime st sq

**HOULT, THOMAS, Brandenburgh rd, Gunnersbury, Gent.** Feb 23. Hamlin and Co, Staple inn, Holborn

**KINGSTON, ALFRED, Public Record Office, Fetter Lane.** Feb 1. Hardy, Old buildings, Lincoln's inn

**LEVETT, JAPHET, Brighton, Carpenter.** Feb 20. Woods and Dempster, Brighton

**LATSON, SARAH, Wednesbury, nr Birmingham.** Feb 1. Chapel and Co, Carter lane

**LOWE, WILLIAM EDWARD, Liverpool, Merchant.** Jan 16. Stone and Co, Liverpool

**MANNELL, JOHN HENRY, Cambridge rd, Bethnal Green, Banker's Clerk.** Jan 10. Hindson-Miller and Co, Moorgate st

**MIMARDIERE, ELIZABETH ANN, Windsor rd, Ealing.** Jan 31. Seal, Serjeant's inn, Temple

**PARKER, HARRIETT, Sawbridgeworth, Hertford.** Dec 31. Tyson, Dalston in Furness

**ROBERTSON, NICHOLAS, Liverpool, Mineral Water Manufacturer.** Jan 5. Lynch and Teabay, Liverpool

**SMITH, JOHN, Blackburn, Lancaster, Yeoman.** Jan 21. Whalley, Blackburn

**SPENCER, HARRIETT THEODORA, Wechselheim, Elmswell, Suffolk.** Jan 22. Booty and Bayliffe, Raymond bldg, Gray's inn

**STANDERWICK, THOMAS, Liverpool, Gent.** Jan 15. Dixon and Syers, Liverpool

**TURNER, ADA ELLEN, Merton rd, Wimbledon.** Jan 14. Gosnell, Finsbury pavement

**VICARS, THOMAS, Liverpool, Engineer.** Jan 20. Quinn, Liverpool

**WELLS, ROBERT, Whitby, York, Draper.** Jan 1. Todd and Harrison, West Hartlepool

**WELSH, MARY, Goldhawk rd, Shepherd's Bush.** Jan 16. Field and Co, Lincoln's inn fields

**WHITCOMBE, HERBERT EDMUND, Grimley, Worcester, Mate.** Jan 18. Hulme, Worcester

**WHITCOMBE, PHILIP NORCUP, Grimley, Worcester, Commercial Traveller.** Jan 18. Hulme, Worcester

**WHITTAKER, JOHN, Edenfield, nr Bury, Lancaster, Carrier.** Jan 23. Woodcock and Sons, Haslingden

**WIGHT, JAMES LANE, Tedstone ct, Hereford, Esq.** March 1. Marston and Son, Ludlow

**BATH, EDWARD, Bryn-y-mor, nr Swansea, Merchant.** Feb 10. Johnson and Co, Austin Friars

**BELL, ANN, Newcastle upon Tyne.** Feb 1. Brown and Son, Newcastle on Tyne

**BIGGOLD, WALTER, Sydney, New South Wales.** Jan 31. Watney and Co, Lombard st, Gracechurch st

**CLIFF, ELLEN, Wilton, Northwich, Chester.** Jan 15. Trafford and Cook, Northwich

**COLLINGS, THOMAS, Ludlow, Salop, Miller.** Feb 1. Southern and Montford, Ludlow

**GILBERT, ESTHER, Helidon, Northampton.** Jan 1. Roche, Daventry

**HIGHAM, CHARLES, St Albans, Hertfordshire, Licensed Victualler.** Feb 23. Macarthur and Co, John st, Bedford row

HOPKINS, Rev THOMAS HENRY TOOVEY, Oxford, Clerk. Feb 1. Wooldridge, Sandown, Isle of Wight  
 HOWARTH, EDWARD, Porchester ter. Esq. Feb 1. Wright, Lincoln's inn fields  
 JENKINS, ELIZABETH ANN, Spark Hill, Worcester. Feb 6. Buller and Co, Birmingham  
 KINGHAM, JOHN, Aylesbury, Buckingham. Baker. Jan 31. Parrott, Aylesbury  
 KINGSBURY, WILLIAM HENRY MORLAND, Dorking, Surrey. Feb 3. Janson and Co, Finsbury circus  
 LAVERICK, WILLIAM, New Swindon, Wilts, Forgeman. Feb 18. Townsland and Co, Swindon  
 MARSLAND, MARIA, Stockport, Chester. Feb 1. Earle and Co, Manchester  
 MATTHEWSON, JAMES, Wood st, Wool Factor. Feb 1. Chamberlayne and Beaumont, Lincoln's inn fields  
 MORRIS, THOMAS, Pontypool, Monmouth, Rail Inspector. Jan 14. Edwards, Pontypool  
 NAYLOR, MARY ANN, Heaton, nr Bolton. Jan 15. Trafford and Cook, Northwich  
 NICHOLSON, EDWARD, Wokingham, Berks, Esq. Feb 17. Potter and Co, King st, Cheapside  
 RATCLIFF, CHARLES, Lancaster gate, Hyde pk, Esq. Jan 13. Johnson and Co, Birmingham  
 ROWLEY, GRACE ANNA BOUGHTON, Rugby, Warwick. Jan 20. Walters and Co, New sq, Lincoln's inn  
 SHEPARD, GEORGE, Sheffield, Licensed Victualler. Jan 21. Vickers and Co, Sheffield  
 SIDEBOTHAM, JOSEPH, Eriesden Bowden, Chester, Esq. Feb 1. Earle and Co, Manchester  
 STEEL, AMELIA, Northfleet, Kent. Feb 1. Hilder, Gravesend  
 STEED, RICHARD, Victoria Park-road, Hackney, Relieving Officer. Jan 15. Blake and Co, College Hill, Cannon st  
 STOCKWILL, MARY, Old Kent rd. Feb 1. Mackrell and Co, Cannon st  
 WARD, THOMAS, Leeds, General Carting Agent. Jan 30. Middleton and Sons, Leeds  
 WILLIAMS, EDWARD, Kenfig Hill, near Bridgend, Glamorgan, Grocer. Jan 11. Scale and David, Bridgend  
 WOODROW, CHARLOTTE, Montpellier, Bristol. March 25. Hunt and Co, Bristol

[Gazette, Dec. 22.]

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

KEENE.—Dec. 23, at Crosswood House, East Molesey, Surrey, the wife of C. V. P. Keene, barrister-at-law, of a daughter.

## MARRIAGE.

McMORRIS-GRAY.—Dec. 25, at West Harlepool, Hans McMordie, M.A., LL.D., barrister-at-law, Dublin, to Elsie Peters, daughter of William Gray, J.P., Greatham.

## DEATHS.

SHEPHERD.—Dec. 23, at Stourbridge, John Bullen Shepherd, of Stourbridge, solicitor.  
 WARREN.—Dec. 29, at 6, Gloucester-place, Portman-square, Robert Warren, of 33, Chancery-lane.

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

FRIDAY, Dec. 25, 1885.

RECEIVING ORDERS.

Archer, Rowland, Manchester, Tarpaulin Manufacturer. Manchester. Pet Dec 5. Ord Dec 22. Exam Jan 19 at 11  
 Bampton, William Charles, Landport, Hampshire, Fruiterer. Portsmouth. Pet Dec 22. Ord Dec 22. Exam Jan 19  
 Baylis, Richard, Manchester, Tailor. Manchester. Pet Dec 21. Ord Dec 21. Exam Jan 19 at 11  
 Bithell, Charles Joseph, Bangor, Denbighshire, Publican. Wrexham. Pet Dec 14. Ord Dec 22. Exam Jan 19  
 Blunt, Benjamin, Peterborough, Grocer. Peterborough. Pet Dec 22. Ord Dec 22. Exam Jan 18 at 12.30  
 Brine, Samuel Crapon, Radford, nr Coventry, Manager. Coventry. Pet Dec 22. Ord Dec 22. Exam Jan 18  
 Brodribb, Charles, Moorledge, Chew Magna, late Farmer. Wells. Pet Dec 19. Ord Dec 21. Exam Jan 19 at 12  
 Burton, John, High rd, Lower Clapton, House Decorator. High Court. Pet Dec 21. Ord Dec 21. Exam Feb 3 at 11 at 34, Lincoln's inn fields  
 Carpenter, Edward James, Vauxhall Bridge rd, Carman. High Court. Pet Dec 4. Ord Dec 21. Exam Feb 3 at 11 at 34, Lincoln's inn fields  
 Churchward, Richard, Aldershot, out of business. Guildford and Godalming. Pet Nov 19. Ord Dec 22. Exam Jan 21 at 1 at Townhall, Guildford  
 Dare, Robert, Blean, Somerset, Licensed Victualler. Bridgwater. Pet Dec 23. Ord Dec 23. Exam Jan 14 at 11  
 Fennie, William, Welwyn, Hertfordshire, Esquire. Hertford. Pet Dec 10. Ord Dec 22. Exam Jan 22 at 12 at Shirehall, Hertford  
 Frewin, James, Oxford, Grocer. Oxford. Pet Dec 22. Ord Dec 22. Exam Jan 7 at 11.30  
 Freymuth, Johannes Martin, Park Hill, Forest Hill, Clerk to Commission Agents. High Court. Pet Dec 22. Ord Dec 22. Exam Feb 5 at 11 at 34, Lincoln's inn fields  
 Harries, Titus, Garw Valley, nr Bridgend, Haulier. Cardiff. Pet Dec 21. Ord Dec 21. Exam Jan 14 at 2  
 Hilton, Charles Henry, Manchester, Cabinet Maker. Manchester. Pet Dec 23. Ord Dec 23. Exam Jan 23 at 11  
 Hopkinson, Henry, Birstal, Yorks, Butcher. Dewsbury. Pet Dec 23. Ord Dec 23. Exam Jan 15  
 Huggett, Leonard, and James Coster, Eastbourne, Builders. Lewes and Eastbourne. Pet Dec 22. Ord Dec 22. Exam Jan 29  
 Iles, James Peter, Moncrieff st, Rye lane, Peckham, Slater. High Court. Pet Dec 21. Ord Dec 21. Exam Feb 5 at 11 at 34, Lincoln's inn fields  
 Kendall, Walter, Huddersfield, Wood Turner. Huddersfield. Pet Dec 21. Ord Dec 21. Exam Jan 11 at 11  
 Killick, Thomas, Chester, Tobaccoist. Chester. Pet Dec 19. Ord Dec 22. Exam Jan 7 at 12 at County Court Office  
 Kimpton, William, Rye, Sussex, Basket Maker. Hastings. Pet Dec 21. Ord Dec 21. Exam Jan 11  
 Knightley, William Porter, Brighton, Schoolmaster. Brighton. Pet Dec 21. Ord Dec 22. Exam Jan 14 at 11  
 Lane, William, Hereford, Innkeeper. Hereford. Pet Dec 22. Ord Dec 22. Exam Feb 16  
 Layfield, Watson, Darlington, Bricklayer. Stockton on Tees and Middlesbrough. Pet Dec 21. Ord Dec 21. Exam Jan 6  
 Newth, Arthur Augustus, Cockhill, nr Trowbridge, Brick Manufacturer. Bath. Pet Dec 23. Ord Dec 23. Exam Jan 21 at 11.30

Payne, Francis, Heavitree, Devon, Farmer. Exeter. Pet Dec 22. Ord Dec 22. Exam Jan 14 at 11  
 Ridge, William, and Robert Ridge, Barnstaple, Carpenters. Barnstaple. Pet Dec 21. Ord Dec 21. Exam Jan 8 at 11 at Bridge Hall, Barnstaple  
 Robinson, George, Holmes Chapel, Cheshire, Innkeeper. Macclesfield. Pet Dec 23. Ord Dec 23. Exam Jan 13 at 2  
 Rowbotham, William, Mossley, Lancashire, Grocer. Ashton under Lyne and Stalybridge. Pet Dec 18. Ord Dec 18. Exam Jan 7  
 Sayer, George Edward, Queen's terr, Kirkwood rd, Peckham, Carpenter. High Court. Pet Dec 21. Ord Dec 22. Exam Feb 2 at 11 at 34, Lincoln's inn fields  
 Sharp, Edward Thomas, Gt Eastern st, Bishopsgate, Marble Mason. High Court. Pet Dec 22. Ord Dec 22. Exam Feb 2 at 11.30 at 34, Lincoln's inn fields  
 Stringfellow, William, Kirkby in Ashfield, Nottinghamshire, Beerhouse Keeper. Nottingham. Pet Dec 23. Ord Dec 23. Exam Jan 19  
 Swann, William, Scarborough, Saddler. Scarborough. Pet Dec 23. Ord Dec 23. Exam Feb 2 at 12  
 Tatton, Charles, Norwich, Contractor. Norwich. Pet Dec 10. Ord Dec 21. Exam Jan 13 at 12 at Norwich Castle  
 Tong, Stephen, Dunkirk, nr Faversham, Fruit Dealer. Canterbury. Pet Dec 21. Ord Dec 21. Exam Jan 8  
 Underwood, Brothers, Nottingham, Lace Manufacturers. Nottingham. Pet Dec 23. Ord Dec 23. Exam Jan 19  
 Williams, Arthur, and Ivor Williams, Cardiff, Grocers. Cardiff. Pet Dec 22. Ord Dec 22. Exam Jan 14 at 2  
 Williams, Harry, Devonshire terr, Notting Hill Gate, Hosier. High Court. Pet Dec 21. Ord Dec 21. Exam Feb 2 at 11 at 34, Lincoln's inn fields  
 Wills, John, late Dartford, Kent, Licensed Victualler. High Court. Pet Nov 20. Ord Dec 21. Exam Feb 2 at 11 at 34, Lincoln's inn fields  
 Wilson, John, Savile Town, nr Dewsbury, Commission Agent. Dewsbury. Pet Dec 11. Ord Dec 23. Exam Jan 12

The following Amended Notices are substituted for those published in the London Gazette of Dec 22.  
 Engall, Thomas Barnabas, Norwich, Game Salesman. Norwich. Pet Dec 19. Ord Dec 19. Exam Jan 13 at 12 at Shirehall, Norwich Castle  
 Webber, Edward John, East Dereham, Norfolk, Retired Captain. Norwich. Pet Dec 15. Ord Dec 17. Exam Jan 19 at 12 at Shirehall, Norwich Castle

## FIRST MEETINGS.

Archer, Rowland, Manchester, Tarpaulin Manufacturer. Jan 20 at 2.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Armstrong, John, Middleton, Lancashire, Mill Manager. Jan 4 at 3. Official Receiver, Priory chhrs, Union st, Oldham  
 Baintow, John, Leeds, Grocer. Jan 6 at 12. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds  
 Bampton, William Charles, Landport, Hants, Fruiterer. Jan 5 at 12. Official Receiver, 168, Queen st, Portsea  
 Barber, James, Birmingham, Baker. Jan 7 at 3. Official Receiver, Birmingham  
 Baylis, Richard, Manchester, Tailor. Jan 20 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Bear, Thomas, Denmark st, Cable st, Cigar Manufacturer. Jan 4 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Blunt, Benjamin, Peterborough, Grocer. Jan 18 at 11.45. County Court, Peterborough  
 Boyes, John, Gwyther st North, Pembroke Dock, Draper. Jan 6 at 3. Official Receiver, 11, Quay st, Carmarthen  
 Brodribb, Charles, Chew Magna, Somerset, late Farmer. Jan 4 at 12. Official Receiver, Bank chhrs, Bristol  
 Burbridge, Samuel, Blomfield st, Architect. Jan 6 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Clarke, William, Huddersfield, Watch Maker. Jan 8 at 11. Official Receiver, Albert bldgs, New st, Huddersfield, Yorks  
 Clifford, Frank, Baronsfield rd, St. Margaret's, Twickenham, out of business Jan 4 at 11. 25 and 29, St. Swithin's lane  
 Dawes, Edgar, Eastbourne, Lime Merchant. Jan 6 at 2.30. Official Receiver, 39, Bond st, Brighton  
 Disley, James, Wigan, Oil Manufacturer. Jan 5 at 10. County Court bldgs, Wigan  
 Doughton, Thomas, Aberystwith, Cardiganshire, Earthenware and Marine Store Dealer and Smith. Jan 5 at 2. Townhall, Aberystwith  
 Essam, Edward, Kettering, Baker. Jan 5 at 11. County Court bldgs, Northampton  
 Evans, Evan Herbert, Cardiff, Tailor. Jan 7 at 2.30. Official Receiver, 3, Crookherbtown, Cardiff  
 Everett, John Frederic, Brighton, no occupation. Jan 5 at 1. Bankruptcy bldgs, Foreign st  
 Farrallay, Sawyer (sep estate), Colne, Lancashire, Grocer. Jan 4 at 3.45. Exchange Hotel, Nicholas st, Burnley  
 Farrallay, Sawyer, and John Edmondson Harrison, Colne, Lancashire, Grocers. Jan 4 at 3. Exchange Hotel, Nicholas st, Burnley  
 Graham, James, Bush lane, Cannon st, Banker. Jan 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Harrison, John Edmondson (sep estate), Colne, Lancashire, Grocer. Jan 4 at 3.30. Exchange Hotel, Nicholas st, Burnley  
 Kemp, Walter Robert, Hartwell, Northamptonshire, Farmer. Jan 2 at 3. County Court bldgs, Northampton  
 Killick, Thomas, Chester, Tobaccoist. Jan 9 at 12. Official Receiver, Crypt chhrs, Chester  
 King, Frederick, Northumberland pk, Tottenham, late Auctioneer's Clerk. Jan 5 at 11. 25 and 29, St. Swithin's lane  
 Lawrence, Charles, Lincoln st, Mile End, Veterinary Surgeon. Jan 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Nicholas, Joe, Corston, Somerset, Schoolmaster. Jan 4 at 3.30. Official Receiver, Bank chhrs, Bristol  
 Payne, Francis, Heavitree, Devon, Farmer. Jan 5 at 11. Official Receiver, 13, Bedford circus, Exeter  
 Peakman, Henry, Newtown, Birmingham, Plumber. Jan 7 at 11. Official Receiver, Birmingham  
 Polley, George Thomas, Reading, Ironmonger. Jan 5 at 2. Queen's Hotel, Reading  
 Robinson, George, Holmes Chapel, Cheshire, Innkeeper. Jan 5 at 11.30. Official Receiver, 23, King Edward st, Macclesfield  
 Rowbotham, William, Mossley, Lancashire, Grocer. Jan 7 at 11. Official Receiver, Towhall chhrs, Ashton under Lyne  
 Scurr, Bethel Bowser, Kingston upon Hull, Boat Builder. Jan 7 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull  
 Small, George (sep estate), Kilburne, Derbyshire, Colliery Proprietor. Jan 1 at 4.15. St. James's Hotel, Derby  
 Small, Thomas Henry (sep estate), Kilburne, Derbyshire, Colliery Proprietor. Jan 1 at 4. St. James's Hotel, Derby  
 Small, Thomas Henry, and George Small, Spondon, Derbyshire, Colliery Proprietors. Jan 1 at 2.30. St. James's Hotel, Derby  
 Taylor, John Charles, Leeds, Cloth Finisher. Jan 6 at 11. Official Receiver, St Andrew's chhrs, 22, Park row, Leeds  
 Tong, Stephen, Dunkirk, nr Faversham, Fruit Dealer. Jan 8 at 10. 32, St. George's st, Canterbury  
 Viorey, John Henry Holman, Exbourne, Devon, Miller. Jan 1 at 3. Official Receiver, 18, Frankfort st, Plymouth

Wood, James H., Northampton, Watchmaker. Jan 4 at 3. Official Receiver for Birmingham, Whitehall chbrs, 35, Colmore row, Birmingham  
Yeld, Richard de Clare, Sunderland, Steamship Manager. Jan 6 at 12. Official Receiver, 21, Fawcett st, Sunderland

## ADJUDICATIONS.

Alcock, Samuel, Sunderland, Solicitor. Sunderland. Pet Nov 26. Ord Dec 18  
Anson, Frederick, Accrington, Saddler. Blackburn. Pet Dec 7. Ord Dec 23  
Bampton, William Charles, Landport, Hants, Fruiterer. Portsmouth. Pet Dec 22. Ord Dec 22  
Barnwell, Frank, Coventry, Trimming Manufacturer. Coventry. Pet Dec 9. Ord Dec 22  
Brazendale, Archibald, Pocklington, Yorks, Boot Maker. York. Pet Dec 11. Ord Dec 21  
Brown, Michael, Bolton, Lancashire, Jeweller. Bolton. Pet Dec 18. Ord Dec 21  
Colls, Samuel Reese, Harleston, Norfolk, Grocer. Ipswich. Pet Dec 7. Ord Dec 23  
Crowe, George, Grindale, Yorkshire, Farmer. Scarborough. Pet Nov 27. Ord Dec 21  
Dalton, Thomas Wells, Leeds, Milliner. Leeds. Pet Nov 14. Ord Dec 22  
Dean, Maria L., Charlotte st, Fitzroy square, Artist. High Court. Pet Nov 4. Ord Dec 23  
De Belin, Arthur, Westcroft square, Ravenscroft park, Hammersmith, Pensioner. High Court. Receivng Order made under Sec 106. Ord Dec 23  
Dimbleby, John, Northampton, Tailor. Northampton. Pet Nov 9. Ord Dec 23  
Downie, George, Murdock, Aldermanbury. High Court. Pet Nov 12. Ord Dec 23  
Dunn, Elisha Samuel, Tranmere, Tailor. Birkenhead. Pet Dec 7. Ord Dec 23  
Foulkes, John, Kilburn square, Kilburn, Gentleman. High Court. Pet Nov 21. Ord Dec 22  
Freymuth, Johannes Martin, Park Hill, Forest Hill, Clerk to Commission Agents. High Court. Pet Dec 22. Ord Dec 22  
Green, Richard, and Henry Thomas Hill, Earlsdon, nr Coventry, Machinists. Coventry. Pet Dec 9. Ord Dec 22  
Grey, John, Washington, Durham, Boot Dealer. Newcastle on Tyne. Pet Dec 17. Ord Dec 22  
Hammer, Thomas, Bickley, Kent, Farmer. Croydon. Pet Sept 30. Ord Dec 12  
Harries, Titus, Garw Valley, near Bridgend, Haulier. Cardiff. Pet Dec 21. Ord Dec 21  
Harrison, Thomas, Huddersfield, Cabinet Maker. Huddersfield. Pet Dec 8. Ord Dec 23  
Heap, Henry, Accrington, Calico Printer. Blackburn. Pet Dec 4. Ord Dec 21  
Heap, William Beasley, Dunchurch, near Rugby, Builder. Coventry. Pet Nov 23. Ord Dec 21  
Holly, George, Lowestoft, Suffolk, Smack Master. Great Yarmouth. Pet Dec 14. Ord Dec 23  
Hopwood, Elizabeth, Gee Cross, Cheshire, Hat Manufacturer. Ashton under Lyne and Stalybridge. Pet Dec 1. Ord Dec 22  
Horsfall, Alfred Henry, Leamington, Printer. Coventry. Pet Nov 23. Ord Dec 21  
Langley, Frederick William, Marefair, Northampton, Tailor. Northampton. Pet Sept 26. Ord Dec 23  
Layfield, Watson, Darlington, Bricklayer. Stockton on Tees and Middlesbrough. Pet Dec 21. Ord Dec 21  
Leach, J. R., West Bournemouth, Jeweller. Poole. Pet Nov 30. Ord Dec 23  
Leggett, Samuel, Charles Marr, and William Steward, Gorleston, Suffolk, Fishing Boat Owners. Great Yarmouth. Pet Dec 14. Ord Dec 23  
Lupton, Lishman, jun., Bradford, Yorks, Painter. Bradford. Pet Jan 7. Ord Nov 3  
Mackness, Howard Hinton, Cardiff, Grocer. Cardiff. Pet Dec 8. Ord Dec 22  
Marriner, William Tyler, Australia avenue, Commercial Traveller. High Court. Pet Sept 17. Ord Dec 22  
Moody, John, Bromley, Builder's Foreman. Croydon. Pet Nov 10. Ord Nov 16  
Muir, George Horace, Tokenhouse yard, Stockbroker. High Court. Pet Nov 9. Ord Dec 23  
Nicholas, Joe, Corston, Somersetshire, Schoolmaster. Bath. Pet Dec 19. Ord Dec 23  
Parkhouse, John, Exeter, Coal Merchant. Exeter. Pet Dec 12. Ord Dec 19  
Payne, Francis, Heavitree, Devonshire, Farmer. Exeter. Pet Dec 21. Ord Dec 23  
Piggott, Frederick Charles, Shakespeare villas, Finchley, Commercial Traveller. Barnet. Pet Nov 27. Ord Dec 21  
Richmond, John, and Alfred Richmond, Nottingham, Plumbers. Nottingham. Pet Dec 1. Ord Dec 23  
Rose, Edgar, and James Huggins, Soale, Norfolk, Boot Makers. Ipswich. Pet Dec 17. Ord Dec 17  
Smyth, Edward Spencer, Great Yarmouth, Banker's Clerk. Great Yarmouth. Pet Dec 16. Ord Dec 23  
Speller, Frederick Gray, Bristol, Commission Agent. Bristol. Pet Nov 19. Ord Dec 22  
Wood, James H., Northampton, Watchmaker. Northampton. Pet Nov 26. Ord Dec 21

TUESDAY, DEC. 29, 1885.

## RECEIVING ORDERS.

Belt, Richard, William st, Lowndes sq, Sculptor. High Court. Pet Dec 12. Ord Dec 24. Exam Feb 3 at 11 at 34, Lincoln's inn fields  
Burton, Edgar, Kingston rd, Wimbledon, Corn Merchant. Pet Dec 23. Ord Dec 23. Exam Feb 5

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91, CHANCERY LANE, LONDON.

Coyte, Walter Beeston, Stonham Parva, Suffolk, Clerk in Holy Orders. Bury St. Edmunds. Pet Dec 22. Ord Dec 23. Exam Jan 16 at 2 at Shirehall, Bury  
Crombie, Sidney, Telegraph st, Stock Broker. High Court. Pet Dec 21. Ord Dec 24. Exam Feb 3 at 11 at 34, Lincoln's inn fields  
O'Connell, Bernard, Liverpool, out of business. Liverpool. Pet Dec 11. Ord Dec 23. Exam Jan 7 at 12 at Court House, Government bldgs, Victoria st, Liverpool

## FIRST MEETINGS.

Cameron, Alexander Vase, Leeds, Yorkshire, Painter. Jan 11 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds  
Fletcher, J. F., Oswaldtwistle, Lancashire, Stationer. Jan 11 at 3. Commercial Hotel, Blackburn rd, Accrington  
Wray, Richard, Leeds, Fruit Dealer. Jan 11 at 12. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds

## ADJUDICATIONS.

Bell, Amelia, and Francis Bell, Norwich, Nurserymen. Norwich. Pet Dec 1. Ord Dec 23  
Jones, David Everton, Liverpool, Draper. Liverpool. Pet Dec 4. Ord Dec 23  
Roberts, William, Pensarn, nr Abergele, Denbighshire, Innkeeper. Bangor. Pet Dec 1. Ord Dec 23  
Sharp, Edward Thomas, Great Eastern st, Bishopsgate, Marble Mason. High Court. Pet Dec 22. Ord Dec 24  
Webber, Edward John, East Dereham, Norfolk, Retired Captain. Norwich. Pet Dec 15. Ord Dec 23  
Winslow, Lyttleton Stewart Forbes, Old Cavendish st, Doctor of Medicine. High Court. Pet Oct 13. Ord Dec 24

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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